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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The New County Court Rules.

WE PRINT this week the general County Court Rules and the greater portion of the County Court Rules relating to registration appeals which we summarized last week. The new provision under which these appeals go to the county court—the decision there, except on points of law, being final—is likely to add appreciably to the work of the county court bench. But that has for many years now been regarded as the proper recipient of new judicial tasks.

Purging the Profession.

IN A recent case before EVE, J., the learned Judge, after delivering judgment, said: "I cannot conclude without pointing out that long continued dishonesty of the nature disclosed in these proceedings, and others relating to the same firm with which I had to deal only a few days ago, is calculated to bring grave discredit on, and shake public confidence in, what we all know to be a most honourable profession. I trust I am not too sanguine in expressing the hope that, notwithstanding the tragic death which put an end to what must have been the miserable existence of one of the members of this firm, the members of the profession who are most concerned in eliminating from it all that is base and discreditable will not neglect to investigate these matters and ascertain if, and to what extent, others ought to be made answerable, and, if justice demands, punishable for these misdeeds." We can but echo the words of the learned Judge and hope that they will receive the attention which they deserve. We are always glad to welcome from the Bench any utterances which tend, in the words of the learned Judge, to eliminate all that is base and discreditable from the profession. But elimination is not enough; something more is needed. It cannot be too often repeated that law is not made for the lawyers, and that the profession must have higher views of its end and being if it is to command the confidence and esteem of the public. The lawyer who looks upon his profession as a mere stepping-stone to wealth, or place, or power will, we are well aware, scoff at all such notions as counsels of perfection. But it must be remembered that, just so far as lawyers take a high or low view of their calling, they will to that extent do something to raise or debase the profession to which they belong. "An ideal," as HERBERT SPENCER says, "far in advance of practicability though it be, is always needful for right guidance."

Sir Frederick Pollock on a League of Nations.

In common with the rest of the Press, we noticed on its appearance Lord Grey's opportune pamphlet on "The League of Nations" (*ante*, p. 614). From an announcement which we published last week it appears that this is the first of a series of pamphlets which are being issued by the Oxford University Press, and we have now received the second: "The League of Nations and the Coming Rule of Law," by Sir Frederick Pollock. Sir Frederick's interest in the subject was shewn by the speech which he made at last year's conference of the legal profession held to discuss it (61 Solicitors' Journal, p. 682), and we are glad to see that he now treats it as a very practical matter. "The movement," he says, "in favour of a League of Nations, or, in the franker American wording, a League to enforce Peace, has now gone so far that there is no need to argue for taking it seriously." And he joins in the effort to put it on a working basis, premising that the existing dispute between the free and the autocratic nations must be settled before the latter can be received as partners or fellow-workers. "There must be no betrayal of oppressed nationalities in the East as the price of restitution in the West—restitution which is a matter, not of bargain, but of plain right."

An Examination of Lord Parker's Scheme.

The ideal, as Sir Frederick Pollock points out, is a League "embracing a morally transformed Germany and a group of East European States differing in both moral and material aspects from the moribund Austro-Hungarian Empire." But he would be content with a smaller beginning, with a League not commanding the military power of the whole world, but "so much warlike strength, and so well organized, as to make defiance of it manifestly unpromising." The first business of such a League would be to secure its members against military aggression, and then to provide regular and equitable means of settling disputes; and, further, to make provision for defining and amending the Law of Nations. Sir Frederick's contribution to giving effect to these functions takes the form of an exposition of Lord Parker's scheme, the first exposition which, we believe, has been attempted. But in saying that the details of the scheme can only be found in "Hansard," Sir Frederick has overlooked the statement of them which has been given in these columns (*ante*, p. 449); or, perhaps, has omitted reference to it as being designed only for the select constituency to which we appeal, and not for the world at large. The leading place in Lord Parker's scheme is given to the formal acknowledgment of the principle of settling disputes by peaceable means as binding on all civilized nations; in other words, of ordered international life as opposed to international anarchy. But he does not propose the immediate setting up of an international judicial court; he would leave disputants to find their own means of settling disputes, though, as members of the League, they would be bound to find some such way. "I do not see," says Sir Frederick Pollock, "why Lord Parker's way should not be a very good way, and I think it would work out to the general adoption of not more than one or two types of comprehensive arbitration treaties, which in time, perhaps no long time, could be consolidated into one general ordinance or convention"; though, for his part, he thinks Lord Parker exaggerates the difficulties of creating a true judicial court. As to membership of the League, he agrees with Lord Parker that this should not be open to any State professing to be civilized. "Modern Germany is civilized, and in some respects over-civilized; our case is that the Prussian type of civilization is a thoroughly bad type and not fit for decent company." Admission to the League of any State not an original member would depend on a special resolution of the Council, and upon the Council being satisfied that the candidate in good faith accepts the fundamental principles and in good faith intends to act on them. In some parts of the Press we notice continued depreciation of the idea of a League of Nations as the repetition of a project already many times found to be chimerical. Sir Frederick Pollock's answer is: "With faith, courage and patience it can and will be done." In that spirit, too, we shall get the answer to the Corn Law Rhymer's question: "When wilt Thou save the People?"

Grading of Statutory Reservists.

The decision arrived at by Sir Auckland Geddes, after consultation with the chairmen of numerous Appeal Tribunals, seems to add a new complication to those already existing in the determination of military medical categories. In future there are to be two divisions of each of the three grades of fitness, namely, a Grade 1 (A) for men of old military age, and a Grade 1 (B) for men of new military age—that is, from forty-three to fifty-one. Tribunals are to take this difference into consideration in fixing a man's degree of usefulness for military and civil purposes respectively. But, of course, they could do so already. For a man's age is before every Tribunal when he claims exemption, and a man of forty-five in Grade 1 would naturally be treated differently from one of thirty-five in the same grade. The new arrangement really does not amount to very much. What, however, does matter a great deal to the older men is the effect of this altered grading on men in protected occupations whose protection is withdrawn in certain grades as the result of Order or Proclamation under the various Military Service Acts. Is a Grade 2 (B) man to be regarded as in Grade 2 and to lose protection when Grades 1 and 2 are both required for service? The new arrangement seems to lack certainty in this respect.

The Reports on "The Period of the War."

The three Interim Reports and the Final Report of the Committee which was appointed by the Attorney-General to inquire as to the meaning of the term "period of the war" have been issued as a Parliamentary Paper [Cd. 9100]. The Committee consisted of Mr. Justice Atkin (Chairman), Mr. Justice Roche, Mr. J. H. Balfour Browne, K.C., Mr. P. O. Lawrence, K.C., Mr. C. A. Russell, K.C., Mr. R. F. Norton, K.C., and Mr. G. A. H. Branson, with Mr. Roland Burrows as Secretary. The terms of reference were as follows:—

> (*a*) To inquire into the legal questions that may arise as to the determination of the date of the termination of the war for the purpose of the various Acts, Orders, and Regulations the duration of which depends directly or indirectly upon that date;
>
> (*b*) To consider and advise upon the meaning of the form or forms of temporary commission and voluntary attestation in use in H.M. Forces since the beginning of the war with a view to determining the rights of officers and men to release from H.M. Services at its termination, and to make any recommendations thereon which seem desirable;
>
> (*c*) To consider the effect of the termination of the war upon Government and private contracts, and whether any legislative or other steps are necessary to assist in determining questions likely to arise in this connection;
>
> (*d*) To consider the effect upon contracts of apprenticeship and other arrangements for learning a trade or profession entered into by officers and men now serving in H.M. Forces of (i.) voluntary acceptance of a commission or enlistment, (ii.) compulsory service, and (iii.) the termination of the war; and to make any recommendations thereon which seem desirable.

"The Termination of the Present War."

The first Interim Report (12th January, 1918) deals with the meaning of "termination of the present war" and similar phrases as used in Emergency Legislation and Rules and Orders thereunder. The actual phrases used are numerous: "For the present war," "for the period of the war," "during the continuance of the present state of war in Europe," "after the war," &c., but nearly all the phrases lead to the question, when does the war end? And this involves (1) What is meant by "the war" or "the present war," and (2) What is meant by the end of the war? As to (1) the Committee note that the actual belligerents have varied, but they think that a wide construction would be put upon "the present war"; and "that the war would be held to continue as long as this country, whether with or without her present Allies, or any of them, was at war with the present enemy Powers or any of them, or any other enemy Power who became such as a

direct result of such war during the continuance of it." As to (2), they assume that the war will be ended by a treaty or treaties of peace; but before the final stage is reached there will be successive steps—agreements for armistice, cessation of hostilities, articles of peace, agreement of terms, signature, ratification, and exchange or deposit of ratifications. But they say:

> "In our opinion, speaking of the legislation generally, the war cannot be said to end until peace is finally and irrevocably obtained; and that point of time cannot be earlier than the date when the treaty of peace is finally binding on the respective belligerent parties, and that is the date when ratifications are exchanged."

And in favour of this clear rule they reject suggestions for an earlier date, such as actual ratification. In a matter of such vital importance it is necessary to wait until the formal exchange or deposit; though they do not discuss the special considerations which may arise in this respect in the administration of Prize Law. The same rule would apply to the conclusion of a separate peace so far as emergency legislation affects a particular enemy Power as to whom the war thus terminates. This represents the view of the Committee as to the construction which would probably be adopted by the Courts. But to avoid the delay and uncertainty involved in an appeal to the Courts, the Committee "are of opinion that it is highly desirable to obtain statutory power to enable the Government by Order in Council or otherwise to declare authoritatively the date at which the war ends and peace begins, whether generally, or in the event of a separate peace, as regards individual belligerents." Similar questions of construction will arise on contracts, and the Committee further think that "if the Legislature gives power to declare the date of the end of the war for purposes of emergency legislation, it will be necessary to give the same power to declare the same date (subject to context) for contracts and other instruments."

Effect of the Termination of the War on Emergency Legislation.

THE SECOND Interim Report of the Committee (26th March) deals with the legal effect, in reference to Emergency Legislation, Rules, and Orders, of the termination of the war as thus defined. For instance, can Regulations made under the powers of Section 1 of the Defence of the Realm (Consolidation) Act, 1914, to make Regulations "during the continuance of the present war" for securing the public safety and the defence of the realm, operate after the war? This, says the Committee, is a difficult question, which admits of various opinions, and might well be litigated up to the highest tribunal. In their opinion the true construction of the section is that the Regulations so issued can operate only during the continuance of the war: "The purpose expressed is for securing the public safety and the defence of the realm, which, we think, mean the public safety so far as threatened by our enemies in the present war and the defence of the realm against those enemies." In other words, the emergency powers exist only during the existence of the emergency, and they say:—

> "The general result therefore is that, so far as any Department of Government or Executive officer is exercising any power given by a Defence of the Realm Regulation, such power will be lost on the day of the termination of the war. It follows that, if such powers were exercised after that date, the individual exercising them would be liable in a civil action for any infringement of rights whether to person or property that he might commit, whether wilfully or not."

But however desirable it may be to get back to old conditions, this sudden cessation of existing powers might, and no doubt would, be productive of inconvenience, and the Committee consider it clear that some extension of time for some of the powers will be necessary, and this will involve legislation. In an Appendix they give a list of Regulations the lapse of which may be found inconvenient.

The War and Professional Training.

THE THIRD Interim Report (27th March) deals with Apprenticeship and Professional Training, and, its chief feature is the memorandum on the subject prepared by Mr. C. A. RUSSELL, K.C. This we cannot at present discuss. With regard to the arrangements made by the various professional bodies—such as, for law, the Inns of Court and the Law Society—the problems involved are, the Committee say, administrative and not legal, and they make no recommendation with regard to them. All the bodies concerned recognize the serious hardship inflicted on men by the interruption of their training, and are willing to alleviate it by such relaxation of their rules as seems compatible with the public interest. And the final Report, which deals with the effect of the termination of the war on a variety of statutes, is beyond the scope of the present remarks. A summary is appended which gives an outline of all the emergency legislation down to October, 1917. The Reports are a valuable preparation for the statute which will be required to bring all this legislation to a close, and the preparation and passing of such a statute will be a task of great importance.

Severance of Issues.

AN EXTENSION of divorce practice as regards the separate trial of issues in a divorce petition was made by McCARDIE, J., in *Myers* v. *Myers, Radford, Thom, and Carpendale* (*ante*, p. 653). The petitioner was a husband seeking dissolution of his marriage on the ground of the respondent's alleged adultery with three named co-respondents. Circumstances arose which made it probable that, if the trial proceeded with all three co-respondents joined in one issue, CARPENDALE could not appear to defend, and there would be an indefinite postponement. Thereupon the husband applied for the severance of issues so that he could proceed at once in the cases of RADFORD and THOM, without abandoning his right to proceed against CARPENDALE at a later date. The hardship to the husband if he were not allowed to sever is obvious: he would either have to wait indefinitely for a decision, or abandon his rights against the third co-respondent, which might prove valuable if he failed to prove his case against the first two. On the other hand, there is a certain hardship to the wife in the delay of a decision, and, perhaps, in other directions. As a matter of fact, however, apart from any question of hardship to the respondent, the Court had a preliminary difficulty to overcome—the lack of a precedent. Severance of issues, it is true, has been frequently allowed in the case of divorce petitions (*e.g.*, *Cox* v. *Cox, Reade, and Tobin*, L. R. 2 P. & D. 201); but in all recorded cases the severance was ordered on the application of a co-respondent, and in most of those cases, it seems, the co-respondent was a medical practitioner. Notwithstanding the absence of precedent, there seems, however, no ground of principle on which a distinction should be drawn between the cases of petitioner, respondent and co-respondent, provided always an equal degree of hardship would result to the petitioner by the refusal to try the issues separately. And, in the absence of a statutory provision or of a specific Divorce Court rule on the point, McCARDIE, J., took the view that the practice of the other Divisions of the High Court ought to be followed by the Divorce Court: see *Giles* v. *Giles* (1900, P. 17, per BARNES, J.). In the King's Bench and Chancery Divisions, of course, any party can ask for a separate trial of an issue in which only one plaintiff or defendant is directly concerned, although Sir GEORGE JESSEL suggested, in *Piercy* v. *Young* (1880, 15 Ch. D. 475, 479), that the power so to order should only be exercised in exceptional cases. Holding that he was entitled to make an order for severance at the instance of the petitioner in a proper case, the learned Judge decided that the cases of RADFORD and THOM should be tried separately prior to the issue between the petitioner and CARPENDALE because of the hardship to the husband involved in an indefinite delay, and the absence of any real disadvantage to the other parties arising out of the severance; and the trial has taken place on this footing.

Making Title under a Judgment for Specific Performance.

THE House of Lords have in *McGrory* v. *Alderdale Estate Co. (Limited)* (1918, A. C. 503) reversed the decision of the Court of Appeal and restored that of the Vice-Chancellor of the Lancaster Palatine Court (1917, 1 Ch. 414). An open contract was made for the sale of land, and this involved an

implied obligation to shew a good title; but the extent of such an implied obligation depends on the circumstances, and if the purchaser has notice of defects of title, then the implied obligation is qualified accordingly, and the vendor is only bound to shew a title subject to these defects: *Re Gloag and Miller's Contract* (23 Ch. D., p. 327); *Ellis* v. *Rogers* (29 Ch. D., pp. 666, 671); Williams' Vendor and Purchaser, 2nd ed., II., p. 203. That is the ordinary rule, and the Court of Appeal applied it to a case where the vendors had obtained a decree for specific performance without mention of the defects in title. The obligation was only to make a title subject to the defects, and evidence that the purchaser had notice of these could be given on the inquiry as to title. But the House of Lords has taken a stricter view of the effect of the judgment for specific performance. This means specific performance of the contract proved at the trial, and if the question of defects of title and the purchaser's knowledge of them is not raised at the trial, then the contract cannot be subsequently qualified by raising them on the inquiry. The vendor has allowed the opportunity for reducing the extent of his obligation as to title to pass, and he is bound on the inquiry to shew a good title in the ordinary way, and the defects will constitute an objection to the title. The reasoning is technical and subtle, and that different views may properly be taken is shewn by the divergence between the House of Lords and the Court of Appeal. It may be suggested that the contract affirmed by the judgment remains none the less an open contract and subject to the ordinary rules as to title applicable to such a contract. But, for practical purposes, a vendor must in future be careful to prove at the trial any matters which diminish his obligation as to title.

The Development of German Prize Law.

By Charles Henry Huberich, J.U.D., D.C.L., LL.D., of the United States Supreme Court Bar; and Richard King, Solicitor of the Supreme Court, London.

IV.

National Character.

The national character of a vessel is determined primarily by the flag which she is entitled to fly.[1] Neutral vessels engaged in trade closed in time of peace, or resisting search or capture, are also regarded as having an enemy character.[2]

By an ordinance of 16th July, 1917,[3] neutral vessels, totally or in greater part owned by subjects of an enemy State, or chartered by an enemy Government, or sailing in the interest of belligerent operations of the enemy, are also to be treated as enemy vessels. This ordinance adds a new article (11 a) to the Prize Code, as follows:

> A neutral vessel is to be regarded as an enemy vessel if it is owned wholly or for the greater part by enemy subjects.
>
> Within the meaning of this provision, juristic persons or other associations having their place of business within an enemy country are to be regarded as subjects of an enemy State. If the capital is predominately owned by enemy subjects, or if the business is conducted and supervised by enemy subjects and in an enemy country, the legal position is the same as if the place of business were in an enemy country.
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> Unless the facts shew to the contrary, enemy direction or supervision of the business will be assumed if enemy subjects participate therein, or if the business is partly directed from an enemy country. The same is true if it be shewn that a participation in the capital or profits of the business by enemy subjects exists, or if the means for carrying on the business are obtained from an enemy country.

The question of a transfer of flag after the outbreak of war arose in *The Pass of Balmaha*.[4] The vessel was sailing under the American flag, to which she had been transferred by her former British owners in February, 1915:—

> Regarding the vessel the question arose as to whether it is to be regarded as an enemy vessel inasmuch as it was transferred after the outbreak of the war, in January, 1915, from the English to the American flag. The provisions of law involved are art. 2 of the Prize Code and art. 56 of the Declaration of London of 26th February, 1909.
>
> The Prize Code, even more clearly than the Declaration of London, declares that the transfer of a ship from an enemy to a neutral flag after the outbreak of hostilities will invest the vessel with a neutral character only if the transfer had no relation to the war; when the transfer results from causes having no connection with the war. In this connection the Prize Code interprets art. 12a of the Prize Code as meaning that it rests not exclusively on the conviction of the commander (that the transfer would have taken place even if war had not broken out), but that the prize court must itself determine whether the commander of the war vessel after proper consideration should have come to the conclusion that the transfer of flag would have taken place even if war had not broken out.

Where the transfer took place after the outbreak of the war, it is not sufficient to shew that there was a genuine and unconditional sale to the neutral. The parties must also have acted in good faith. The claimants must shew that, in purchasing the vessel, the consideration that the vessel was thereby placed under the protection of the neutral flag was not one of the motives of the transaction.[5]

Art. 20 (c) of the Prize Code requires that the title should be in the neutral before the vessel sails. Where the property is transferred by delivery of the bills of lading, such bills of lading must be in the claimant's possession when the vessel sails. It is not sufficient that the delivery took place some time before the vessel was captured. Nor is an unsigned bill of lading a proper document to evidence transfer.[6]

Where goods are bought but warehoused by the seller, with the reservation of the right to sell the specific goods and to replace them by similar goods, there is not a sufficient transfer of ownership. But acquisition of ownership by a purchasing agency of the claimants in their behalf is sufficient.[7]

According to art. 20, in the absence of clear proof of the neutral character of goods found on board an enemy vessel, the presumption is that the same are enemy property. It must be shewn that the goods were neutral property when they left port, and that they have not become enemy goods in transit. All bills of lading must be produced.[8]

Passing of Property.

The property in the captured vessel or seized cargo passes as the result of the decree of condemnation, not at the moment of capture.[9] The captor State acquires an original title by virtue of *occupatio jure belli*—not a derivative one.[10]

The captor, therefore, takes free of any liens. Thus, in *The Fenix*:[11]

> The firm of Gehrckens bases its claim furthermore on the fact that because of outlays made on behalf of the ship's captain, it had acquired a bottomry right on the ship, the proving of which was reserved in case of condemnation. Here, too, may be left out of consideration the question whether the firm on account of its outlays, or a part thereof, actually acquired a real right in *The S.S. Fenix*, since the bottomry right would at once become void upon the condemnation of the ship. Condemnation, according to prize law, is an original method of acquiring possession, an *occupatio jure belli*, which, according to generally acknowledged principles of inter-

[1] Prize Code, art. 11.

[2] Prize Code, art. 16.

[3] Reichsgesetzblatt (1917) 631, 652.

[4] Hamburg Prize Court, 18th December, 1915.

[5] *The Cubano*, Superior Court of Prize, 27th October, 1916; *The Trondjhemsfjord*, Superior Court of Prize, 15th December, 1916.

[6] *The Lestris*, Superior Court of Prize, 8th January, 1918.

[7] *Ibid.*

[8] *The Lestris*, Hamburg Prize Court, 18th May, 1917; *The Dania*, Kiel Prize Court, 5th December, 1915.

[9] A vessel insured under a time policy was captured by the English and a prize crew put on board. In the course of the voyage to an English port, fires broke out in the bunkers, and the vessel was destroyed. It did not appear that the fire was attributable to the negligence of the prize crew. It was held that the insurance was payable. The owners had an insurable interest at the time of loss, as under English law, which applies in the case at bar, the owners' rights are not terminated until adjudication in a prize court, and no evidence of such adjudication was introduced: *The Catharina*, Oberlandesgericht, Hamburg, 5th July, 1916, Deutsche Juristen Zeitung (1917), 249; Imperial Supreme Court, 13th January, 1917, Deutsche Juristen Zeitung (1917), 432.

[10] Schaps, Rechtsprechung der deutschen Prisengerichte, Juristische Wochenschrift (1915), 1164.

[11] Superior Court of Prize, 17th December, 1914.

national law, gives to the occupant the ownership of the object seized free of every encumbrance. The decision in the case of *The Marie Glaeser*, rendered by the English Prize Court at its third session after mature consideration of the practice of other prize courts, shews that the English Prize Court also takes this point of view. (*Times*, 17th September, 1914.) In that case it was a matter of a mortgage acquired by a neutral before the capture of the ship, and the consideration of the claim of the neutral mortgagee was denied on the ground that, according to the principles of prize law, the rights of third parties in a captured ship cannot be recognized. It is also hinted in the decision that the case would not have been adjudged differently if the mortgagor had been a British subject.

In the present case the bottomry right is said to have arisen after the capture of the ship. According to the opinion of the Court of Appeals, however, this makes no difference in adjudging such bottomry right, since under prize law it is void as against the legal effect of seizure. The same is true of an alleged bottomry creditor in his capacity as citizen of the Empire. It is not evident why an exception should be made to the above-mentioned principles in favour of citizens of the Empire.

Illegal Capture.

Art. 8 of the Prize Code provides that damages are recoverable for an illegal capture or seizure, unless there were sufficient grounds to justify the action of the captor. The law presumes such grounds to be sufficient in case of spoliation of ship's papers or similar irregularities. In *The Hasenkamp*,[12] the vessel was released, but damages were refused on the ground that the names of four persons on the crew list did not correspond with the names of persons on board. In *The Dahlia*[13] the absence of entries in the log-book regarding previous voyages was regarded as a suspicious circumstance and as justifying capture. But the mere fact that the vessel omitted dense smoke does not justify capture for unneutral service.[14]

In *The Pass of Balmaha*[15] a claim by the neutral owners of the cargo for damages was rejected because, first, the vessel was held to be an enemy vessel, and secondly, the goods were consigned to the order of the consignors, and documents were found on board indicating a sale to Russian cotton mills, but not indicating that the sale was on credit.

Where the cargo of a neutral vessel contains conditional contraband amounting to more than one-half of the total cargo in weight, and the shipments were to order, and there was some discrepancy in the designation of consignees in the manifest and in the bills of lading, the captor had reasonable grounds for sending in the vessel for adjudication, and the owners are not entitled to damages.[16]. So, also, the commander may take a vessel to port for examination, where an examination at sea presents special difficulties.[17]

The conduct of the commander is judged by an objective standard:[18]

> According to the view of the Prize Court there were sufficient grounds for the seizure in all of the cases before the Court. In the determination of this matter regard cannot be had to the facts as they appeared after the circumstances were more fully examined and the testimony of experts admitted. The determining factor is whether at the time of the seizure, looking at the facts from the view point of the commander ordering the same, there were, objectively considered, sufficient grounds for the capture of the vessel and the seizure of the cargo. The cases mentioned in art. 8 (1) and art. 13 (c) and 14 (c) of the Prize Code are merely examples. . . . It may be that there were not sufficient grounds for the seizure, even though the commander subjectively was of the opinion that such grounds existed. In all cases the standard to be applied is whether a careful commander, judged by an objective standard, would after investigation have been justified in regarding the grounds of the seizure as sufficient.

The question of the measure of damages in case of illegal capture arose in *The Sydney Albert*:[19]

> The Prize Code has not determined the manner of estimating damages in case of illegal capture. The article of the Prize Code in question is an almost literal reproduction of art. 64 of the Declaration of London of 26th February, 1909, regarding naval warfare. According to the Explanatory Memorandum annexed to the Declaration (par. 4), the question whether a distinction was to be made between remote and proximate damages to the vessel and cargo was discussed in the Conference. It was, however, deemed expedient to give to the prize courts free scope in the assessment of damages which would vary according to circumstances, and the amount of which should not be too minutely determined in advance by hard and fast rules.
>
> According to international practice, as followed in numerous cases since the decision of the Geneva Tribunal in the Alabama Claims (20 Martens, Nouveau Recueil, 728, 774), in claims for damages sustained by the nationals of a State and for which another State is made answerable, claims for injuries only remotely arising out of the illegal acts or the loss of future profits, of a more or less hypothetical nature, are not considered. The same rule must be adopted in estimating damages under the law of prize.[20] In the proceedings at the London Conference, this point was emphasized by the German delegation, without contradiction, although it was added that prize courts should not apply this principle with too great severity.
>
> In the case at bar, the claim for damages made by the claimants, which was approved with certain modifications by the trial court, included the prospective profits the vessels would have earned in fishing voyages during the time she was detained in Hamburg. The making of these voyages, and the resulting profits were, however, dependent upon so many contingencies that they cannot serve as a basis for estimating damages. The Superior Court of Prize declines to revise the several items of the claim. In view of the fact that, unquestionably, certain damages are proximately caused by the enforced idleness of the vessel, the Court, rejecting the appeal of the claimants, has fixed, in the exercise of its discretion, on an amount set forth in the decision, which amount includes the cash expenditures of the claimant. Interest is due only from the date of the enforcement of the liability for damages. The costs below and on appeal are imposed on the Empire, because the assessment of the amount of damages was in the discretion of the court.

In estimating damages for the illegal capture of a vessel, the terms of the charter, and the size and age of the vessel may be considered.[21] In all cases it is the value at the time of capture.[22]

In *The Thorsten*, the Kiel Prize Court[23] rejected a claim for damages set up by a passenger for loss occasioned by the delay. Whether a claim of this character can be entertained by a prize court was not decided, as the claim held that, in the particular case, the capture of the vessel was justified.

(To be continued.)

[12]Hamburg Prize Court, 18th February, 1915, affirmed on appeal.

[13]Superior Court of Prize, 29th June, 1916.

[14]*The Lisbeth Betty*, Superior Court of Prize, 29th June, 1916.

[15]*Supra*, p. 664.

[16]*The Norden*, Hamburg Prize Court, 8th December, 1916.

[17]*The Star*, Superior Court of Prize, 25th November, 1915.

[18]*The Belle Ile*, Kiel Prize Court, 6th January, 1915; reversed on other grounds, Superior Court of Prize, 6th July, 1915.

[19]Superior Court of Prize, 25th November, 1915.

[20]The amount recoverable is thereby kept within narrow limits: Buresch, Prisenrecht und Prisengerichtsbarkeit, Deutsche Juristen Zeitung (1916), 471, 474.

[21]*The Elida*, Kiel Prize Court, 23rd February, 1916.

[22]*The Kiew*, Superior Court of Prize, 28th June, 1916.

[23]Cited by Schaps, Rechtsprechung der deutschen Prisengerichte Juristische Wochenschrift (1915), 1164.

CASES OF THE WEEK.

House of Lords.

BANBURY v. BANK OF MONTREAL.

5th, 7th, 8th, 12th, 14th and 15th March; 25th June.

Banker—Negligence—Alleged Duty to Advise Customer as to Investment—Action for Damages Brought "by Reason of" Defendants' Agent's "Representation or Assurance"—Statute of Frauds Amendment Act, 1828 (Lord Tenterden's Act) (9 Geo. 4, c. 14), s. 6.

The manager of a branch of a bank has no general authority from the bank or duty to a customer to advise such customer on the proper investment of his money so as to render the bank liable in the event of his giving negligent advice causing loss to the customer.

So held (Lord Finlay, C., *on the evidence dissenting*), *affirming the decision of the Court of Appeal.*

Held, further, by all their lordships, who unanimously disagreed with the opinion of the Court of Appeal on this point, that section 6 of Lord Tenterden's Act bars the action only where the misrepresentations are made fraudulently.

Decision of the Court of Appeal (61 Solicitors' Journal, 129; 1917, 1 *K. B.* 409) *affirmed.*

Appeal by the plaintiff, Capt. C. E. Banbury, from an order of the Court of Appeal setting aside a judgment of Darling, J., at the trial before a special jury. The action was to recover damages for negligent

advice alleged to have been given to the plaintiff by the manager at Victoria, British Columbia, of the defendants' branch there, in reliance on which the plaintiff invested and lost £25,000. The first action proved abortive, the jury, on the summing up of the Lord Chief Justice, being unable to agree on a verdict. At the second trial a number of questions were left to the jury, and upon their answers judgment was given for the plaintiff. That judgment was set aside by the Court of Appeal, who directed that judgment should be entered for the bank. That judgment proceeded upon two grounds: that Lord Tenterden's Act by section 6 barred any action for negligence in advising not in writing, and that there was no evidence which could in point of law support the appellant's case. The defence under Lord Tenterden's Act was added by amendment, and after argument was overruled by Darling, J. The Court of Appeal held that the application of section 6 was not confined to fraudulent representation or such representation as would support an action of deceit, and that it therefore was a defence to this action, although the representations had admittedly been made in good faith. The facts were shortly that, in 1911, the plaintiff went to Canada and stayed in Montreal with a friend, Sir E. S. Clouston, who was the general manager of the Bank of Montreal, by whom he was given a general letter of introduction to the managers of the bank. The letter ran: "Should he (Captain Banbury) apply to you for assistance or advice you will be good enough to place yourself at his disposal." The following year Capt. Banbury made a second visit to Canada partly with the view to investing in Canadian securities. He took E. S. Clouston's letter with him, and called with it at the Victoria Branch of the Montreal Bank, and had various conversations about investments with the branch manager, a Mr. Galletly. The investment finally selected turned out disastrously, and the whole of the money put into the company by Captain Banbury was lost.

THE HOUSE having taken time for consideration,

Lord FINLAY, C., in the course of his judgment, in which he reviewed the facts and the authorities, said that Capt. Banbury's case was that here Mr. Galletly had special authority from the bank to give him advice as to how safely to invest his money. The bank, therefore, had a duty towards him to take reasonable care to ascertain that the investment was sound, and, as it turned out to be utterly worthless, there had been a breach of the duty they owed him as a customer, and they were liable to make good the loss their negligence had caused him. That was the opinion he came to on the evidence given at the trial. It followed that the verdict and judgment ought not to have been set aside. He thought, however, that there should be an inquiry as to the actual loss which the plaintiff had sustained through the failure of the bank to take reasonable care to ascertain the real financial position of the company in which Captain Banbury had invested his money. There was another point, however, on which the Court of Appeal had held the bank was not liable, the point raised by amendment to the pleadings. In his view, Darling, J., was right in holding that, on the evidence, the provision in section 6 of Lord Tenterden's Act did not apply, and the action was not barred by reason of the fact that the representation or assurance was not in writing. The result he arrived at was that there should be a new trial on the question of damages in the absence of agreement between the parties. He thought the damages might be ascertained without retrying the case as a whole. Assuming a verdict for the plaintiff, the damages would be the money advanced under the negligent advice, subject to a deduction of the value of the securities held by the plaintiff, and the only inquiry necessary would be as to the value of these securities as to deduction. In his opinion the appeal ought to succeed, subject to a new trial or inquiry as to the amount of damages. The order of the Court of Appeal, entering judgment for the defendant bank, was erroneous on the law and the merits, and because it proceeded upon grounds not open upon the appeal. If it stood, it might have an unfortunate effect upon the conduct of jury trials. Such an order would not be the order of the House, as the majority of their lordships were for dismissing the appeal.

Lord SHAW read a judgment agreeing with that of the Lord Chancellor, and said he had anxiously considered the serious step which the House was asked to take in affirming the judgment of the Court of Appeal, and in making a pronouncement on the merits of this case in contradiction to the verdict upon it.

Lords ATKINSON, PARKER and WRENBURY were all of opinion that the Court of Appeal were wrong as to the point raised as a defence to the action given by Lord Tenterden's Act. But, while they on that point differed from the order appealed from, they affirmed the decision on the broad ground that there was no duty on the part of a bank to advise a customer as to his investments, and on that ground the appeal failed. In the result, therefore, the appeal was dismissed.—COUNSEL, for the appellant, *Talbot*, K.C., and *Douglas Hogg*, K.C.; for the respondent bank, *P. O. Lawrence*, K.C., and *Raeburn*. SOLICITORS, *William Sturges & Co.; Bischoff, Coze, Bompas & Bischoff*.

[Reported by ERSKINE REID, Barrister-at-Law.]

CLAWLEY *v.* CARLTON MAIN COLLIERY CO. (LIM.). 27th June.

PRACTICE—APPEAL TO HOUSE OF LORDS—PRINTED CASE—INCLUSION IN CASE OF JUDGMENTS IN COURT OF APPEAL—COPY OF ACT OF PARLIAMENT DIRECTLY CONCERNING APPEAL.

During the opening of an appeal under the Workmen's Compensation Act, one of their lordships pointed out that the judgments in the court below were omitted from the appendix to the case lodged when the appeal was set down.

Hogg, K.C., for the appellant, stated that, although he had signed the appellant's case, he was unaware that the judgments were omitted in the appendix.

Shakespeare (with him) said that the omission to print the judgments was not due to oversight, but because it was considered unnecessary to include them in the appendix in view of the fact that the judgments were published *in extenso* in the Law Reports.

Lord FINLAY, C., pointed out that it was most inconvenient not to have the judgments under appeal included in the cases supplied to the House. It had been the invariable practice hitherto to print them in the appendix. The House would adjourn the hearing to such a date as would enable the parties to have printed and lodged in the form of a supplemental appendix the judgments. They would take the next case.

It was suggested that as this might cause considerable delay in the further hearing of the appeal, a copy should be supplied to each of their lordships of the monthly part of the Law Reports containing the judgments.

After discussion, their lordships agreed to that course being in this case adopted.

Lord FINLAY, C., then stated that in every case the appendix must contain the judgments appealed from. It was also thought desirable that in future a King's Printer's copy of any Act of Parliament directly bearing on the question raised by the appeal should be supplied to their lordships, or, at any rate, that the material provisions of such an Act should be set out in the case. In the circumstances the appeal would be in the list for hearing again as soon as the second case in the day's list was disposed of. The hearing was accordingly adjourned.—COUNSEL, for the appellant, *Hogg*, K.C., and *Shakespeare*; for the respondents, *Bairstow*, K.C., and *Alex. Neilson*. SOLICITORS, *Corbin, Greener & Cook*, for *Raley & Sons*, Barnsley; *Barlow, Barlow & Lyde*, for *Wilmshurst & Stones*, Huddersfield.

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Appeal.

BIRD *v.* KEEP. No. 1. 26th and 29th April; 24th June.

WORKMEN'S COMPENSATION—WORKMAN KILLED IN AIR RAID—SUFFOCATION BY SMOKE—SPECIAL RISK OF EMPLOYMENT—EVIDENCE—CORONER'S INQUISITION—CERTIFICATE OF DEATH—ADMISSIBILITY—WORKMEN'S COMPENSATION ACT, 1906 (6 ED. 7, C. 58), S. 1 (1).

During a hostile air raid on London a bomb was dropped on an oil and colour warehouse stored with inflammable materials, which was set on fire and collapsed. The body of a workman who had been sent there on his employer's business was later on found in the basement, covered with debris, but bearing no marks of violence.

Held, there was evidence from which the county court judge could properly draw the inference that the premises were subject to a special risk in case of fire, that the man died of suffocation by smoke, and therefore by accident arising out of his employment.

But held, further, that the record of the coroner's inquisition and the certificate of death were inadmissible in evidence to prove the cause of death.

Appeal from an award of his honour Judge Roberts, of the Clerkenwell County Court. The applicant was the widow of a workman killed in the daylight air raid on London on 7th July, 1917. He was a porter and messenger employed by a varnish merchant, and on that morning was sent on business by his employer to an oil and colour warehouse in the City. While he was there the raid took place, and the building was struck by a bomb and set on fire, collapsing in ruins. A party of Royal Engineers were employed to dig down to the basement, and about 11 p.m. Bird's body was found there covered with debris, but bearing no signs of violence. An inquest was held on 11th July, at which a doctor gave evidence of the probable cause of death. This witness himself died before the arbitration. The coroner attended at this, and it was sought to put in the record of the inquisition and certificate of death as evidence of the cause of death, but the county court judge refused to admit them. Upon the evidence before him he found that the employment of the workman exposed him to a special risk in the case of fire, owing to the highly inflammable contents of the building to which he had been sent, and drew the inference that his death was due to suffocation by smoke, and therefore was caused by accident arising out of the employment. The employer appealed.

THE COURT dismissed the appeal.

SWINFEN EADY, M.R., stated the facts, and continued: The learned judge on the evidence, and in a very careful judgment, came to the conclusion that the employment of the workman exposed him in a special way to the common danger from air raids, so as to render the risk which he ran a risk incidental to his employment. He found that the inherent conditions of inflammability of the goods contained in this oil and colour warehouse threw upon the building a special and additional risk of fire, which exposed the persons employed there to special dangers from fire, and accordingly that the workman was thus exposed to a risk not shared by other members of the public in the vicinity, whether in the streets or in neighbouring buildings. The judge further found, as an inference from the facts proved, that the workman died from suffocation by smoke. He thus found that the workman met his death by an accident arising out of, and in the course of, his employ-

ment. In my opinion, there was evidence, carefully and exhaustively reviewed and analysed by the judge, from which the conclusions of fact at which he arrived might reasonably and properly be drawn. Accordingly the appeal fails. The applicants endeavoured to put in evidence the inquisition of the coroner and jury, and a certified copy of the entry in the register of deaths, as evidence not only of the fact of death, but also of the cause of death. The judge rejected both, and held that they were not admissible in evidence for such purposes, but lest his ruling should not be upheld on appeal he consented to look at the certificate thus tendered, which states as the cause of death of the man, "Suffocation by smoke when fire occurred as a result of bombs dropped by enemy airmen." As the judge decided in favour of the workman's dependents, without the additional evidence, the question whether it was properly rejected does not in strictness arise; but as the question is one of general importance, and has been fully argued, I think it right to express my opinion upon it. The certified copy of the entry in the register of deaths is to "be received as evidence of the . . . death to which the same relates without any further or other proof of such entry" (6 & 7 Wm. 4, c. 86, s. 38; and see also 37 & 38 Vict. c. 88, s. 38). The certificate is not by statute made evidence of the cause of death, but only of the death itself. By Statute 37 & 38 Vict. c. 88, s. 16, where an inquest is held on any dead body, the coroner is required to send to the registrar of deaths a certificate giving information concerning the death, and specifying the finding of the jury with respect to the particulars required to be registered concerning the death and to the cause of death, and the registrar is to enter in the prescribed form and manner the death and particulars. There is not, however, any statutory provision that all the particulars so entered shall be received in evidence. Even if the entry be evidence of the exact date of the event recorded, whether birth or death, as to which I do not express any opinion, as the point has not been argued, it is not, in my opinion, evidence of the cause of death. Now as to the inquisition. The ground upon which the record of the inquisition was tendered in evidence was that it was a public document made by the authorized agents of the public, in the course of official duties, and respecting facts which were of public interest, or required to be recorded for the benefit of the community: see *Duke of Beaufort* v. *Smith* (1914, 4 Ex. 450) and *Sturla* v. *Freccia* (5 App. Cas. 623). It was not suggested that the inquisition was conclusive as to the cause of death, as the inquisition may be traversed; but it was argued that it was admissible, and that the finding of the jury recorded in it was *prima facie* evidence of the cause of death. The coroner's inquisition is not like a judgment *in rem*. Nothing is done which is conclusive upon any person affected by it. In *Garrett* v. *Ferrond* (6 B. & C. 611) it was laid down by the Court of King's Bench (at p. 626) that an inquiry before a coroner ought, for the purposes of justice, in some cases to be conducted in secrecy; that cases may occur in which privacy may be necessary for the sake of decency, and others in which it may be due to the family of the deceased. An inquiry before a coroner is merely in the nature of a preliminary investigation. It is not of any binding force. Hence it was decided by the Court of Queen's Bench, in *Reg.* v. *Ingham* (1864, 5 Best & Sm. 257), that, if evidence not on oath be received in a coroner's court, it is no ground for a *certiorari* to bring up the inquisition with a view to its being quashed. And a rule for a *certiorari* on the ground that the coroner had laid down the law to the jury improperly was also refused, and on the further ground that there was no evidence to warrant the finding of the jury was also refused. The Coroners Act, 1887, s. 4, sub-section 1, now requires a coroner to examine on oath all persons tendering their evidence. In these circumstances, I am of opinion that the result of an investigation conducted by the coroner, however valuable for certain purposes, cannot in law be treated as *prima facie* evidence against any person of the facts found by the jury. His lordship, having noticed the earlier authorities, then referred to *Reg.* v. *Barnard Gregory* (15 L. J. M. C. 38), where an inquisition was admitted and the defendant found guilty of criminal libel. A motion was then made for a new trial, and although the rule was refused, the observations of all the judges went to shew that, although admissible for a limited purpose only, it was to be treated as of very little weight, and that the finding of the jury was not evidence of the facts purporting to be found. His lordship also adhered to what he had said about placing no reliance on the finding of a coroner's jury in a case of suicide as being evidence of insanity in *Grime* v. *Fletcher* (1915, 1 K. B. 734). Cases of inquisitions in lunacy were on a different footing, and they might be read: *Sergeson* v. *Sealey* (2 Atk. 412). The finding of the coroner's jury in the present case merely amounted to the jury's opinion as to the cause of death, and was not admissible.

BANKES, L.J., delivered judgment to the same effect, and NEVILLE, J., concurred.—COUNSEL, *Rigby Swift*, K.C., and *Herbert Smith*; *Powell*, K.C., *S. P. J. Merlin* and *T. W. Morgan*. SOLICITORS, *Hair & Co.*; *Braby & Waller*.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

High Court—Chancery Division.

RADCLIFFE *v.* ABBEY ROAD AND ST. JOHN'S WOOD BUILDING SOCIETY. Eve, J. 26th June.

TRUSTEE—MISAPPROPRIATION—INSOLVENCY—DECLARATION OF TRUST—REVOCABLE OR IRREVOCABLE—FRAUDULENT CONVEYANCE—13 ELIZ. C. 5—DEEDS OF ARRANGEMENT ACT, 1914, S. 1.

The solicitor to a trust misappropriated the trust fund and subsequently signed a secret declaration of trust stating that he had appropriated property of his own in mortgage to the defendants to meet the liability. He died insolvent, and the beneficiaries now claimed to redeem the mortgage.

Held, that they were entitled to do so.

This summons, which in form was one for the redemption of certain premises in mortgage to the defendants, raised the question whether the plaintiffs had any such interest in the mortgaged property as to entitle them to maintain the action. They alleged that by virtue of a declaration of trust signed by the mortgagor they were beneficially entitled to his interest in the mortgaged property. The executor of the mortgagor, who died insolvent, on behalf of the creditors, claimed that there was no valid declaration of trust on the ground that it was not irrevocable, that it was void under 13 Eliz. c. 5, and was also void for want of registration under the Deeds of Arrangement Act, 1914. The deceased was the solicitor employed by the plaintiffs as trustees, and he had misappropriated the trust fund, no part of which had been repaid to the trust estate in his lifetime. By a mortgage dated 31st December, 1913, certain premises in Love-lane, Eastcheap, were assured by the deceased to the society for securing £2,000. On 29th May, 1916, the deceased, knowing he was insolvent, executed the following document: "I the undersigned declare myself a trustee of the above-named properties for the benefit of the persons or trusts above named and with power to myself and my executor to vary the allotment if another division be found more satisfactory." The property entered under this trust was "7, Love-lane, Eastcheap, to be taken over from Abbey-road Society, who have a mortgage for £2,000, which will be reduced to £500 or less by H. P. E.'s life policy."

EVE, J.—The first question is whether the declaration of trust was or was not revocable. Neville, J., in *Re Cozens* (1913, 2 Ch. 478) expressed the opinion that in the absence of evidence to the contrary the inference to be drawn from silence—that is, from non-disclosure—is that the document was intended to be revocable. This may be so occasionally, but in the generality of cases in which the question arises I think with all respect very little evidence is required to rebut that inference. The circumstances in which such a document comes into existence are not infrequently such as to impose the necessity of absolute secrecy if the catastrophe against which they are prepared is still to be postponed, and not precipitated, and when these circumstances exist I do not think any presumption that the document is revocable arises from the fact of its existence not being disclosed to any person. Secrecy is no doubt an element to be taken into account, but it is not one to which in the circumstances here present any great weight can, in my opinion, properly be attached. The situation is almost exactly within the language of Chitty, L.J., in *New, Prance and Garrard's Trustee* v. *Hunting* (1897, 2 Q. B. 19), where in dealing with the defaulter who had executed the declaration, he says: "He was the trustee of several trust estates. He was a solicitor, and had received moneys belonging to the trust estates, which he had appropriated. He therefore stood in peril, and bankruptcy was impending. He knew that he was not only liable to actions for breaches of trust, but that he was also liable to attachment or perhaps to prosecution. He was aware that in a very short time the breaches of trust which he had up to that time been able to conceal must necessarily come to light. It would be a strange thing to hold that it was the intention of this man that he should be able to revoke this deed which he intended to be a shield to protect him from the consequences which were hanging over him." That language is entirely appropriate to the facts of this case, and from these facts I draw the same inference as did the Lord Justice and the other members of the Court of Appeal, that the document was intended to be an irrevocable declaration. I think this conclusion is strengthened by the reservation with which the declaration concludes. The reservation of a limited power to readjust the rights of the beneficiaries *inter se*, if not inconsistent with the revocation of a power to destroy those rights altogether, certainly goes to negative the intention to reserve the wider power, and help us, I think, to the conclusion that the deceased intended the appropriation and the beneficiaries thereunder to be final and irrevocable, though the individual allotments were to be subject to a power of re-arrangement. Unless and until this power is exercised the allotments made by the document remain in force. The argument based on the statute of Elizabeth proceeded on the footing that the relationship of the deceased and the plaintiffs was that of debtor and creditor, but the facts shew that this was not the sum and substance of the relationship. So soon as he possessed himself of the sums of £4,000 and £1,000, the deceased became a constructive trustee of the money, and bound to pay it to the plaintiffs as trustees of the settlement or to invest it for them and in their names. Under this obligation he remained continuously down to the day of his death. It was the money of the plaintiffs in his hands; not merely a debt owing by him to the plaintiffs, but money which as between him and the plaintiffs he was just as much bound to invest on their behalf as if they had handed it to him with specific instructions so to invest it. It is as impossible to hold that, when he in part discharged his duty to his principals by appropriating to them an investment of his own, he was guilty of a fraudulent transaction, as it would be so to hold had he invested the money in their names or paid it over to them. The authorities relating to the rights of creditors who are relying on securities given without consideration by an insolvent debtor to secure pre-existing debts are of course binding upon me; but they have no application to the facts of this case, which are covered entirely by the decision in *Middleton* v. *Pollock* (2 Ch. D. 104), followed and explicitly stated by the Court of Appeal to have been rightly decided in *New, Prance and Garrard's Trustee* v. *Hunting* (1897, 2

Q. B. 19), and applied again by the Court of Appeal in *Taylor* v. *London and County Banking Co.* (1901, 2 Ch. 231). Finally, I do not think the document of 29th May is an assignment within the meaning of the Deeds of Arrangement Act, 1914. It is protected by the Court of Appeal in *Re Spackman* (24 Q. B. D. 728), and he is not deprived of that protection by anything decided in *Re Hughes* (1893, 1 Q. B. 595). I propose therefore to make the order as asked by the summons.—COUNSEL, *Maugham*, K.C., and *Northcote*; *Gore Browne*, K.C., and *Sheldon*; *Vernon*. SOLICITORS, *Robins, Hay, Waters, & Hay*; *Lemon & Co.*; *Peacock, Fisher, & Chavasse*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

High Court—King's Bench Division.

HULME v. FERRANTI (LIM.). Div. Court. 18th June.

COUNTY COURT—JURISDICTION—MUNITIONS WORKER—NO NOTICE OR DISMISSAL REQUIRED—IMPLIED STATUTORY NOTICE—MUNITIONS OF WAR (AMENDMENT) ACT, 1916 (5 & 6 GEO. 5, c. 99), s. 5, SUB-SECTION (3).

A munitions worker was employed on piecework, and was not entitled to a notice of dismissal. In consequence of a strike the employers closed the works for a week, and did not provide him with work during that time, and he therefore earned no wages. He sued in the county court for a week's wages, alleging that the Munitions of War (Amendment) Act, 1916, s. 5, sub-section (3), gave him a right to a week's notice.

Held, that this Act did not give him the right claimed, and that if it did, he must go to the statutory tribunal, as the county court would have no jurisdiction.

Appeal from the Oldham County Court. The plaintiff was an iron-moulder in the employment of the defendants, and a member of the Society of Ironfounders. The defendants were electrical engineers at Hollinwood, near Oldham, and their works were a controlled establishment under the Munitions of War Acts, 1915, 1916 and 1917. Plaintiff was a pieceworker, and by his contract of employment was not entitled to any notice to terminate his employment, nor under any obligation to give notice. From 3rd May to 11th May, 1918, there was a strike of a section of the employees at the works; the employers shut down their works, and the plaintiff earned no wages during that period. The plaintiff was not one of the strikers. The action was for £2 14s. as damages, or, alternatively, as wages during the stated period. The county court judge held that by section 5, sub-section (3), of the Munitions of War (Amendment) Act, 1916, there was imported into the contract of service an agreement that the employment should not be terminated except by at least one week's notice. He gave judgment for the plaintiff, and the defendants appealed. The defendants' contention on appeal was that the Act of 1916 did not give this right to a week's notice, which was not given until the later Act of 1917. Moreover, that even if the Act of 1916 did give this right, it could only be enforced in the statutory tribunal set up under the Acts, and not in the county court.

SHEARMAN, J.—The plaintiff contended that under the terms of the Munitions of War Act, 1916, he was entitled to seven days' notice of dismissal. The Munitions of War Act, 1915, and the amending Act of 1916, were cited, and the judge adopted the view that the latter Act imported that term as to seven days' notice into the contract. The words of section 5, sub-section (3), of the Act of 1916 give a wide discretion to the specified tribunal as to what amount of notice should have been given, and what damages the workman has sustained; but it is quite impossible to import into this section an implication that there is written into every contract between a munitions worker and the employer of a controlled establishment a stipulation that the workman is entitled to seven days' notice. Such an inference cannot possibly be drawn from the two earlier Acts, though the right was given in express terms by the later Munitions of War Act, 1917, s. 3, sub-section (1). It was admitted that, apart from the Act of 1916, the plaintiff had no claim for dismissal without notice. The two arguments of the defendants cannot be controverted. The plaintiff was not entitled to notice under the Act of 1916, and his remedy, if he had any, would be in the statutory tribunal, and not in the county court. It is quite clear from *Pasmore* v. *Oswaldtwistle Urban Council* (1898, A. C. 387), that where a specific remedy is given by statute, a person who insists upon the remedy is deprived thereby of any other form of remedy than that given by the statute: see *Doe* v. *Bridges* (1831, 1 B. & Ad. 847), cited in the last-mentioned case. The county court judge came to a wrong conclusion in point of law. He was bound to hold that the plaintiff had no remedy, and if he had, that the county court was not the right tribunal. The appeal should be allowed.

SANKEY, J., concurred.—COUNSEL, *Rigby Swift*, K.C., and *T. Eastham*, for the appellants; *Cyril Atkinson*, K.C., and *Claughton Scott*, for the respondent. SOLICITORS, *Peter Thomas & Clark*, for *Skelton & Co.*, Manchester; *Church, Adams, Prior, & Balmer*, for *Cobbett, Wheeler, & Cobbett*, Manchester.

[Reported by G. H. KNOTT, Barrister-at-Law.]

In the House of Commons on the 3rd inst., Mr. Bonar Law, Chancellor of the Exchequer, informed Brigadier-General Croft that the total number of members elected in the present Parliament who had received titles, orders, offices of profit under the Crown, or legal preferment since the present Parliament was elected—the period dating from December, 1910—was 288.

New Orders, &c.

The County Court Rules, 1918 (No. 2), dated 18th June, 1918.

ORDER I.

COURT AND OFFICES.

The following Rule shall stand as Order I., Rule 2*a*, of the County Court Rules, 1903, viz.:—

1. *Order I., Rule 2a. Fixing of courts, &c., to fit in with hearing of registration appeals.*]—To enable the judges to make arrangements for the hearing of appeals from registration officers under section 14 of the Representation of the People Act, 1918, 7 & 8 Geo. 5, c. 64, s. 14, the following provisions shall have effect until the expiration of the time required for hearing appeals relating to the spring register in the year nineteen hundred and nineteen, viz.:—

(1) Notice of any day or hour appointed for the holding of any court for the transaction of the ordinary business of the court may be affixed under Rule 1 of this Order at any time not less than six weeks before the day or hour so appointed:

(2) Two courts for the transaction of such business may be held on one day before the same judge, or before any assistant judge appointed under section 14 of the said Act, without the consent of the Lord Chancellor.

ORDER VII.

PLAINT NOTE AND SUMMONS.

Summons on Plaint.

2. *Order VII., Rule 2 (2). Amendment of Form 23.*]—The following paragraph shall stand as paragraph 2 of Order VII., Rule 1, viz.:—

(2) The words "[*or*, if the claim exceeds £50, ten clear days]" shall be omitted from paragraph 5 of the indorsement on Form 23.

ORDER XXIIA.

THE COUNTY COURTS ACT, 1903.

[3 Ed. 7, c. 42.]

General Provisions as to Procedure.

3. *Order XXIIa, Rule 1.*]—The words "Rules 2 to 19" shall be substituted for the words "Rules 2 to 20" in Order XXIIA., Rule 1.

ORDER XXV.

ENFORCEMENT OF JUDGMENTS AND ORDERS.

The following Rule shall stand as Order XXV., Rule 20*a*, viz.:—

4. *Order XXV., Rule 20a. Receipt for money paid to bailiff under process, and copy. Form 166.*]—Whenever any money is levied or paid to a bailiff under any execution or other process, the bailiff shall give a receipt for the same, and retain a carbon copy of such receipt, according to the form in the Appendix, which is hereby substituted for Form 166.

ORDER XLIII.

TAXATION OF CHARGES OF RETURNING OFFICERS.

The following Rules shall stand as Order XLIII., Rules 9 to 19, viz.:—

THE REPRESENTATION OF THE PEOPLE ACT, 1918.

Taxation of Accounts and Examination of Claims under the Representation of the People Act, 1918, Section 29.

5. *Order XLIII., Rule 9. Taxation of accounts or examination of claims under 7 & 8 Geo. 5, c. 64, s. 29.*]—The foregoing Rules of this Order shall not apply to the taxation of accounts of returning officers or the examination of claims against returning officers under section 29 of the Representation of the People Act, 1918, but such taxation or examination shall be regulated by the following Rules.

6. *Order XLIII., Rule 10. Application for taxation.*]—An application by the Treasury to the court for the taxation of the accounts of a returning officer under the said section shall be made in writing addressed to the registrar at his office.

7. *Order XLIII., Rule 11. Notice of time and place for taxation.*]—On receipt of the application the court shall fix a place and time for proceeding with such taxation, and the registrar shall issue to the bailiff for service on the Treasury and the returning officer notices, signed by the registrar and under the seal of the court, stating the place, day and hour at and on which the taxation will be proceeded with, and requiring the parties to attend and produce documents and be examined, and warning them that if they do not attend in person or by their solicitors such proceedings will be taken and certificate given as to the court shall seem just.

8. *Order XLIII., Rule 12. Application for examination of claim against returning officer.*]—Where application is made for the taxation of a returning officer's account, and such officer applies to the court to examine any claim made by any person against him in respect of matters charged in the account, such application shall be made in writing addressed to the registrar at his office, and shall contain a submission

on the part of the applicant to pay what shall be found due on examination.

9. *Order XLIII., Rule* 13. *Notice of time and place for examination.*]—On receipt of any such application the court shall fix a place and time for such examination, which shall take place before the taxation of the returning officer's account is concluded, and such taxation shall if necessary be adjourned until such examination has been completed. The registrar shall issue to the bailiff for service on the returning officer and the person making the claim notices, signed by the registrar and under the seal of the court, stating the place, day and hour at and on which such examination will be proceeded with, and requiring the parties to attend and produce documents and be examined, and warning them that if they do not attend in person or by their solicitors such proceedings will be taken and order made as to the court shall seem just.

10. *Order XLIII., Rule* 14. *Service of notices.*]—(1) The bailiff shall serve all such notices as hereinbefore mentioned ten clear days at least before the day fixed for any taxation or examination unless the court gives leave for shorter service.

(2) Service may be effected in accordance with Order LIV., Rules 2 and 3.

(3) Where any notice is to be served on the Treasury, it may be served on the Permanent Secretary or the Solicitor to the Treasury.

11. *Order XLIII., Rule* 15. *Evidence to be oral.*]—Unless by consent, or otherwise ordered, oral evidence only shall be admitted on any taxation or examination.

12. *Order XLIII., Rule* 16. (1) *Certificate on Taxation.*]—On the hearing of an application for taxation, or at any adjournment thereof, the court shall determine the amount payable to the returning officer, and shall specify the amount in a certificate, which shall be signed in duplicate and sent by post to the parties: but no order directing payment shall be inserted in the certificate except in the case mentioned in paragraph 3 of this Rule.

(2) *Fees and costs.*]—The court may determine by whom the court fees are to be paid, and may order either party to pay such sum as the court may consider proper by way of costs to the other party, and the amount allowed in respect thereof shall be added to or deducted from the amount payable to the returning officer, and the amount to be included in the certificate shall be adjusted accordingly.

(3) *Order for payment where balance due from returning officer.*]—If the court orders any sum to be paid by way of fees and costs to the Treasury, and such sum exceeds the amount certified to be payable by the Treasury to the returning officer, or if the amount already advanced by the Treasury to the returning officer on account of his charges exceeds the amount certified to be payable to him, the court shall certify the amount of the excess, and shall order the amount so certified to be paid to the Treasury, and the order shall be enforceable in like manner as a judgment of the court.

13. *Order XLIII., Rule* 17. *Order on examination of claim.*]—On the hearing of an application for the examination of a claim, or at any adjournment thereof, the court may allow or disallow or reduce the claim, and may determine by whom the court fees are to be paid, and may order either party to pay such sum as the court may consider proper by way of costs to the other party, and may give directions as to the addition to the sum allowed to the claimant of any costs ordered to be paid to him, or the set off against such sum of any fees and costs ordered to be paid by him, and as to the payment of the balance ascertained to be due from either party to the other.

14. *Order XLIII., Rule* 18. *Forms* 423, 424, 425A, 426-428.]—Forms 423, 424, 426, 427 and 428 in the Appendix, entitled in the Matter of the Representation of the People Act, 1918, and of the election in question, and with the necessary modifications, may be used for applications for taxation of accounts or examination of claims, notices of time and place fixed for taxation or examination, and orders on examination of claims under these Rules; and Form 425A in the Appendix, with the necessary modifications, may be used for certificates on taxation.

15. *Order XLIII., Rule* 19. *Fees.*]—The fees payable under the Treasury Order regulating Fees in the County Courts for taxation of accounts and examination of claims under Rules 1 to 8 of this Order shall apply to taxations and examinations under these Rules, with the following modification, that where a notice is served by the high bailiff by post the fee for such service shall be 6d. only.

ORDER LII.

Costs and Allowances to Witnesses.

The following Rule shall stand as Order LII., Rule 50, viz.:—

Increase of Costs during Continuance of War.

16. *Order LII., Rule* 50. *Increase of costs during war.*]—During the continuation of the present war, and thereafter until such date as the Lord Chancellor shall appoint, the total of any items of costs (as distinct from payments) in respect of business done after the thirtieth day of April nineteen hundred and eighteen in any action or matter commenced in or remitted to a county court, or in proceedings under the Workmen's Compensation Act, 1906 [6 Ed. 7, c. 58], shall where costs are payable under Column B or Column C of the higher scale be increased by 20 per centum, and such increase shall be allowed upon any taxation or assessments of costs in respect of any such business as well as between party and party as between solicitor and client.

(2) Provided that this Rule shall not affect any power to direct payment of a fixed or gross sum in respect or in lieu of costs.

(3) Provided also that where any items of costs are increased under Rule 8 of this Order, or costs are allowed on any scale higher than that which would otherwise be applicable, the increase authorized by this rule shall not be allowed in respect of such items or in respect of costs allowed on such higher scale, unless the judge otherwise orders.

(4) Provided also that this Rule shall not apply to bills of costs which have at the date when this Rule comes into operation already been delivered to the client sought to be charged therewith or to the person chargeable therewith or liable therefor, or to bills already taxed and certified or allowed.

(5) The increase hereby authorized shall not affect the question whether a bill of costs when taxed is or is not less by one-sixth part than the bill delivered, sent, or left.

APPENDIX.

Order XXV., Rule 20A.

166 instead of 166.

Receipt for Money Levied or Paid under Process.

No. . County Court.

No. of Plaint . No. of Execution or other Process .

v.

Received the day of of the above named the sum of pounds shillings and pence :—

			£	:	.
On account of—					
Debt and costs	...	...	£	:	:
Possession fees	...	...	£	:	:
Total	...	...	£	:	:

Bailiff.

N.B.—This form to be printed and numbered in duplicate on thin paper, 6 inches long by 4 inches deep, and bound up in books, 50 duplicates in each book.

Dated the day of , 1918.

ORDER XLIII., Rule 18.

425A.

CERTIFICATE ON TAXATION UNDER THE REPRESENTATION OF THE PEOPLE ACT, 1918, SECTION 29.

[Not to be printed, but to be used as a precedent.]

In the County Court of holden at
In the Matter of the Representation of the People Act, 1918, Section 29, and
In the Matter of an Election of a Member to serve in Parliament for the Division of the County of
[or as the case may be].

On the application of the Treasury for the taxation of the account of the charges of the returning officer at the above-mentioned election in respect of such election,

The Court doth determine that the amount payable to the said in respect of such charges is the sum of £ , and doth certify the same accordingly :

And the Court doth further determine that the Court fees payable on this application, amounting to £ , are to be paid by :

And doth further order that do pay to the sum of £ by way of costs in respect of this application :

And the Court doth certify that the amount payable to the said , including the costs payable to him as aforesaid *[or* after deducting the fees and costs payable by him as aforesaid] is the sum of £ .

[Or, if the balance, after adjusting the fees and costs, and giving credit for any amount already advanced on account of his charges, is against the returning officer,

And the Court doth certify that the balance due from the said after crediting him with the amount payable to him in respect of his charges and debiting him with the amount payable by him for Court fees and costs and the amount already advanced to him on account of his charges, is the sum of £ ;

And doth order that the said do on or before the day of , 19 , pay the said sum of £ to the registrar of this Court for the use of the Treasury.]

Given under the seal of the Court this day of , 19 .

By the Court,
Registrar.

To the Treasury
and to
[The Returning Officer].

COUNTY COURT RULES, DATED 18th JUNE, 1918, AS TO APPEALS FROM REGISTRATION OFFICERS UNDER THE REPRESENTATION OF THE PEOPLE ACT, 1918 (7 & 8 Geo. 5, c. 64), Section 14.

1. *Procedure on appeals under 7 & 8 Geo. 5, c. 64, s. 14.*]—The procedure on appeals to the county court from the decisions of registration officers under section fourteen of the Representation of the People Act, 1918 (in these Rules referred to as "the Act"), shall be governed by the following rules.

2. *Court to which appeal shall lie [Act, s. 14 (1)].*]—(1) The court to which an appeal shall lie shall be the court in the district of which the qualifying premises (as defined by this Rule) are situate, subject to paragraph 2 of Rule 7, and to the power of the judge to fix the place for the hearing of the appeal pursuant to Rule 9.

(2) For the purposes of this Rule the expression "the qualifying premises" means the premises in respect of which the person whose right to be registered is in any way in question on the appeal is entered on the electors list or claims to be entitled to be registered; or where such person is so entered or claims to be entitled to be registered in respect of residence in or occupation of premises in succession, the premises last resided in or occupied during the qualifying period as defined by section six of the Act.

3. *Respondents to appeal [Act, s. 14 (5) : Sched. 1, Rule 29].*]—Where notice of appeal is given pursuant to Rule 29 in the first Schedule to the Act, the party (if any) in whose favour the decision of the registration officer is given shall be the respondent; and the registration officer shall also be named as a respondent.

4. *Notice of appeal and other documents to be sent by registration officer to registrar [Act, Sched. 1, Rule 29].*]—(1) On a notice of appeal being given to the registration officer pursuant to Rule 29 in the first Schedule to the Act, he shall within seven days after the receipt of the notice forward the same by post to the registrar of the court to which the appeal lies, together in each case with—

(*a*) a copy of any claim or notice of objection sent to him in the matter;

(*b*) a statement of the material facts which in his opinion have been established in the case; and

(*c*) a statement of his decision upon the whole case and upon any special point which may be specified in the notice of appeal as a ground of appeal.

(2) The registration officer shall also on request furnish to the court any further information which the court may require, and which he is able to furnish.

5. *Where a number of appeals are based on similar grounds. Form 1 [Act, Sched. 1, Rule 30].*]—Where it appears to the registration officer that any notices of appeal given to him are based on similar grounds, he shall forward to the registrar a declaration to that effect, for the purpose of enabling the court, if it thinks fit, to consolidate the appeals, or to select one of such cases for hearing in the first instance as a test case.

6. *Request by appellant for entry of appeal for hearing.*]—A person desiring to appeal against the decision of a registration officer shall in addition to giving notice of appeal pursuant to Rule 29 in the first Schedule to the Act forward to the registrar of the court to which the appeal lies, within the time fixed by that rule, a copy of the notice of appeal, accompanied by a request to the court, according to the form in the Appendix [Form 2], to enter the appeal for hearing and to fix a time and place for the hearing thereof, and shall state in such request an address to which notices and other documents are to be sent, and shall with such copy and request forward to the registrar the fee prescribed by these Rules.

7. *Where notice of appeal or request forwarded to wrong court.*]—(1) If any notice of appeal or request for the entry of an appeal is forwarded to a court other than the court to which it should have been forwarded, the registrar shall within two days after the receipt thereof forward the same and any documents and the fee relating to the matter to the registrar of the proper court, who shall proceed thereon as if such notice or request had been forwarded to him in the first instance; and the time within which the hearing is to be fixed shall be calculated from the date on which such request is received by him.

(2) If after an appeal has been entered for hearing and notice of the hearing has been given it appears that the notice of appeal and request for entry should have been forwarded to some other court, the judge may either—

(*a*) transfer the appeal to such other court, in which case it shall be dealt with as if the notice and request had been sent in the first instance to that court; or

(*b*) retain the appeal and deal with the same in the court in which it is entered, in which case the proceedings on the appeal shall be as valid as if it had been properly sent to that court.

8. *Notices of appeal to be numbered and registered.*]—Notices of appeal with requests for the entry of the appeals for hearing received and retained by the registrar shall be numbered by him consecutively, and shall be entered in a register to be kept by the registrar according to the form in the Appendix [Form 13]; and all subsequent notices and documents relating to any such appeal shall bear the same number.

9. *Fixing time and place for hearing appeal.*]—(1) On receipt of a request for the entry of an appeal for hearing the registrar shall enter the same accordingly, and shall communicate with the judge, who shall, as soon as conveniently may be, fix a time and place for the hearing of the appeal,

(2) The time to be fixed shall be within twenty-one days from the day on which the request is received by the registrar, and shall be so fixed as to allow notice of the hearing to be given to the parties and the registration officer five clear days at least before the day so fixed.

(3) Provided that in the year nineteen hundred and eighteen the time for the hearing of any appeal may be fixed for any day between the second and the twenty-first days of September, both inclusive, although the day so fixed may be more than twenty-one days from the day on which the request for the entry of the appeal is received by the registrar.

(4) The place of hearing shall be the place at which the court is held : Provided that if the judge is satisfied that any appeal can be more conveniently heard at some other court of which he is the judge, he may order the hearing to take place at such other court.

(5) Two courts for the hearing of appeals may be held on one day before the same judge.

10. *Notice of hearing to parties and registration officer.*]—On the time and place for the hearing being fixed, the registrar shall give notice thereof to the appellant and to the respondent (if any), and to the registration officer, according to the form in the Appendix [Forms 3, 4, 5]. Provided that where the same person is appellant or respondent in a number of appeals fixed to be heard on the same day it shall be sufficient to send one notice only to such person, with a schedule appended thereto of the appeals to which the notice relates : Provided also, that it shall be sufficient to send one notice only to the registration officer of a number of appeals fixed to be heard on the same day, with a schedule appended thereto of the appeals to which the notice relates.

11. (1) *Furnishing copies of documents sent by registration officer.*]—The registrar shall, on the application and at the cost of any party to

an appeal, furnish him with a copy of any document, statement, or information forwarded by the registration officer to the registrar.

(2) *Documents to be received and used at hearing. Further evidence.*]—The documents, statement, and information so forwarded shall be received and used on the hearing of the appeal, and shall be *primâ facie* evidence of the facts stated therein; but any party to the appeal may, by leave of the judge, give such further evidence as he may be advised.

(3) *Oral evidence.*]—Where further evidence is tendered, oral evidence only shall be admitted, unless by consent or otherwise ordered.

(4) *Admission of certain material as* primâ facie *evidence.*]—The judge may order that any material, whether strictly admissible in evidence or not, which in his opinion ought to be admitted as *primâ facie* evidence of any fact, shall be *primâ facie* evidence of that fact, so as to throw the burden of proof on to the other party.

(5) *Sending back statement for restatement.*]—If in the opinion of the judge the statement forwarded by the registration officer and the other material before the court are not sufficient to enable him to give judgment in law, he may remit the statement to the registration officer for restatement or further statement.

12. *Appearance of parties.*]—(1) Any party to an appeal may appear or act on the appeal—

(*a*) in person;

(*b*) by any solicitor who would be entitled to appear for such party in an action in the county court;

(*c*) by counsel; or

(*d*) by any other person nominated by such party in writing signed by him to appear or act on his behalf and approved by the judge; but not otherwise.

Provided that the judge may allow any party to appear or act by a person not nominated in writing as required by paragraph (*d*), if he is satisfied that such person is in fact authorized to appear or act for such party, and that the failure to obtain a nomination in writing is due to mistake or other reasonable cause.

(2) No person (other than a solicitor) who appears or acts on behalf of any party to an appeal shall be entitled to have or recover any fee, reward or sum for so appearing or acting, other than such travelling expenses (if any) as may be allowed by the court: Provided that nothing in these rules contained shall affect the right of a solicitor to recover costs (subject to the limitation imposed by these rules) in respect of his employment of counsel.

(To be continued.)

War Orders and Proclamations, &c.

The *London Gazette* for 5th July contains the following:—

1. A Proclamation, dated 5th July, applying Part 1 of the Munitions of War Act, 1915, to a difference within the meaning of section 3 of that Act existing between employers and persons employed in Ireland in pulling, retting and stacking flax, as to rates of wages, hours of work, and otherwise as to terms and conditions of or affecting employment on the work carried on by such persons.

2. A Notice of the appointment of two additional members of the Military Appeal Tribunal for the Southern District of the West Riding of Yorkshire.

3. An Army Council Order, dated 19th June, under Reg. 29B of the Defence of the Realm Regulations, declaring Tralee and certain adjacent districts to be a Special Military Area under the designation the Tralee Special Military Area.

4. Admiralty Notices to Mariners relating to:—

(1) England and South Coast: (i) Falmouth Harbour Approach—Traffic Regulations; (ii) Penzance Bay—Traffic Regulations.

(2) England and South Coast: Tor Bay Approaches—Traffic Regulations.

(3) Scotland, West Coast—Firth of Clyde, Isle of Arran: Lamlash Harbour Entrances—Traffic Regulations.

(4) Irish Channel: Rathlin Sound—Closed to Traffic.

(5) Ireland, East Coast: Belfast Lough—Traffic Regulations.

(6) Scotland, North-East Coast, with Orkney and Shetland Isles.

The *London Gazette* for 9th July contains the following:—

5. An Order in Council, dated 5th July, applying to the Isle of Man, with certain adaptations, the Regulation amending the Defence of the Realm Regulations, made by Order in Council dated 20th April, 1917, as amended by Paragraph 4 of the Order in Council of 17th July, 1917, and Paragraph 1 of the Order in Council of 21st December, 1917.

6. A Notice that Licences under the Non-Ferrous Metal Industry Act, 1918, have been granted by the Board of Trade to certain companies, firms and individuals.

7. An Admiralty Notice to Mariners (No. 814 for the year 1918): "Caution when approaching British Ports," revising No. 765 of 1918 (*ante*, p. 654).

Army Council Orders.

KIPS AND CALF SKINS (GREAT BRITAIN) AMENDMENT ORDER, 1918.

The Kips and Calf Skins (Great Britain) Order, 1918 [*ante*, p. 607] shall be amended as follows:—

(i) In clause 1 the word "exceeding" shall be substituted for the words "other than" after the words "or at prices."

(ii) The Schedule hereto annexed shall be substituted for the Schedule to the said Order.

This Order shall come into force on the eighth day of July, 1918.

This Order may be cited as the Kips and Calf Skins (Great Britain) Amendment Order, 1918.

[Schedule of Prices.]

2nd July. [*Gazette*, 5th July.

COTTON DUCK AND CANVAS (SALES RESTRICTION) ORDER, 1918.

No person, the business carried on by whom consists wholly or partly in the production of Cotton Duck or Canvas, shall, without a permit issued by or on behalf of the Director of Raw Materials, sell Cotton Duck or Canvas made on looms capable of producing material of a weight equal to or exceeding 12 ounces to the square yard.

3rd July. [*Gazette*, 5th July.

THE SOLE LEATHER (MINERAL TANNED) ORDER, 1918.

1. No person shall without permit issued by or on behalf of the Director of Raw Materials purchase, sell or make or take delivery of or payment for any Mineral Tanned Sole Leather having a substance of less than 9-iron, otherwise than in accordance with the provisions of the Sole Leather (Conditions of Sale) Order, 1917, which are hereby applied to Leather of the description aforesaid.

2. Notice is hereby given that it is the intention of the Army Council to take possession of all Mineral Tanned Sole Leather having a substance of 9-iron and over.

4th July. [*Gazette*, 9th July.

Food Orders.

THE GOOSEBERRIES (SALES) (ENGLAND AND WALES) ORDER, 1918.

PART I.—RESTRICTIONS.

1. *Delivery of gooseberries outside England and Wales.*]—Except under the authority of the Food Controller, a person shall not take delivery in England or Wales of any gooseberries which are outside England and Wales on the 3rd June, 1918.

2. *Gooseberries to be sold to Jam Manufacturers or recognized dealers by growers.*]—(*a*) A person who grows gooseberries in England or Wales

shall not sell or deliver or offer to sell or deliver any gooseberries so grown except to—

(i) a licensed jam manufacturer; or

(ii) a recognized fruit salesman who has given to the grower a dated and written undertaking signed by the salesman that he will re-sell such fruit only to a licensed jam manufacturer.

(*b*) This clause shall not apply to a grower whose total crop of gooseberries in England and Wales during the 1918 season is less than 5 cwt.

PART II.—PRICES.

5. *Grower's price.*]—No gooseberries grown in England and Wales shall be sold by the grower thereof at a price exceeding a price at the rate of £27 per ton free on rail, ship or barge at the grower's station, port or wharf, together with the additional charges permitted by this Order. Such price shall include all charges for picking and packing.

6. *Permitted additions on sale by grower.*]—The additional charges permitted on a sale by the grower are:—

(*a*) Where the gooseberries are delivered by the grower to the buyer's premises or for sale in a market, the customary charges for such delivery not exceeding in any case an amount equal to the cost of transport from the grower's station, port or wharf to the buyer's premises or the market in which the fruit is sold;

(*b*) Where packages are provided by the grower—

(i) a charge not exceeding the rate of 30s. per ton of fruit for the use of half sieves, pecks or strikes, and 25s. per ton of fruit for the use of baskets or other usual packages (other than sacks); all half sieves, pecks, strikes, baskets or other packages to be returned to the grower carriage paid.

(ii) 10s. per ton of fruit for the use of sacks provided by the grower, such sacks to be returned to the grower carriage paid.

(*c*) All market tolls actually paid in respect of the gooseberries by the grower.

7. *Sales by persons other than the grower.*]—No gooseberries grown in England or Wales shall be sold by any person, other than the grower of the fruit sold, at a price exceeding the rate of £28 per ton, together with the additional charges permitted by this Order to be paid to the grower to the extent to which the same are payable or have been paid, and together also with the following additions where applicable:—

(*a*) The amount of the transport charges, if any, paid or payable by such person in respect of the gooseberries and not included in the sum paid to the grower; and

(*b*) the amount of any market tolls actually paid by such person in respect of such gooseberries;

(*c*) a sum at the rates and on the terms set out in clause 6 (*b*) hereof in respect of packages provided by such person.

8. *Exception of retail sales.*]—This part of this Order shall not apply to a sale by retail where the total quantity included in the sale is not more than 5 lbs.

PART III.—GENERAL.

9. *Contracts.*]—(*a*) Except in such cases as the Food Controller may otherwise determine all contracts subsisting on the 3rd June, 1918, for the sale of any gooseberries wherever grown shall be cancelled.

(*b*) This clause shall not apply to contracts for the sale of gooseberries which were grown, and have been sold for delivery, elsewhere than in England or Wales.

15. *Title and commencement.*]—(*a*) This Order may be cited as the Gooseberries (Sales), England and Wales Order, 1918.

(*b*) This Order shall come into force on the 3rd June, 1918.

31st May.

MEAT RATIONING ORDER, 1918.

General Licence.

The Food Controller hereby authorizes until further notice the supply of cooked beef sausages as part of a meal served in a catering establishment free from the restrictions imposed by or under the above Order.

3rd June.

THE LONDON AND HOME COUNTIES (RATIONING SCHEME) ORDER, 1918.

Direction as to the Amount of the Ration.

In exercise of the powers reserved by the above Order the Food Controller hereby directs that until further notice the weekly ration of butter and margarine shall be 5 oz., instead of 4 oz. as provided by the Directions (S.R. & O., Nos. 218 and 219 of 1918) given under the above Order.

17th June.

THE SOFT FRUIT (SALES) ORDER, 1918 [*ante*, p. 657].

General Licence.

The Food Controller hereby authorizes all persons concerned to sell or buy free of any restrictions imposed by Clause 2 or Clause 3 of the above Order, any picked strawberries which may be offered for sale and delivered to the buyer between 8 a.m. and midnight on the 22nd June, and on any succeeding Saturday until further notice. All the other provisions of the above Order, including the provisions as to price, shall apply to all sales made under this licence.

21st June.

THE STRAWBERRIES (RETAIL PRICES) ORDER, 1918.

1. *Retail prices for strawberries.*]—(*a*) On and after the 22nd June, 1918, a person shall not sell or offer or expose for sale or buy or offer to buy any strawberries on the occasion of a sale by retail where the total quantity included in the sale is not more than 5 lbs., at a price exceeding the rate of 9d. per lb.

(*b*) No addition shall be made to the price fixed by this clause in respect of packing, packages or giving credit, but where such strawberries are delivered at the request of the buyer otherwise than at the seller's premises, an addition may be made at a rate not exceeding ½d. per lb. or any larger sum properly and actually paid by the seller for carriage.

4. *Title.*]—This Order may be cited as the Strawberries (Retail Prices) Order, 1918.

21st June.

THE USE OF MILK (LICENSING) ORDER [*ante*, p. 625].

General Licence.

The Food Controller hereby authorizes all persons concerned until further notice to sell or offer or expose for sale any of the following preparations, whether in liquid form or otherwise, subject always to the provisions of the Sale of Food and Drugs Acts:—

Malted Milk.
Coffee and Milk.
Cocoa and Milk.
Milk Cocoa.
Milk and Cocoa.

22nd June.

The following Orders have also been issued:—

The Milk (Summer Prices) Amendment Order, 1918, dated the 8th June, 1918.

Temporary Amendment of the Table of Equivalent Weights of Meat so far as relates to Butcher's Meat, Bacon, and Miscellaneous Meats (other than Poultry and Game).

The Milk (Summer Prices) Order, 1918 [*ante*, p. 455]. General Licence, dated 22nd June.

Societies.

Society of Public Teachers of Law.

At a well-attended meeting of this society, held at King's College, London, on the 5th inst., under the chairmanship of the retiring president, Dr. Pearce Higgins, C.B.E., Prof. Goudy was elected president for 1918-19; Mr. Arthur Langridge, vice-president; Dr. H. D. Hazeltine, treasurer; and Mr. Edward Jenks, honorary secretary. After private business had been disposed of, the President of the Law Society (Mr. Garrett) read a paper on "A Proposed Ministry of Justice," which was followed by a prolonged discussion, in which Sir Ernest Trevelyan, Sir John Macdonell, Sir F. Robertson, Prof. Goudy, Dr. Blake Odgers and others took part. At the close of the proceedings the members of the society dined together at the Law Society's Hall, Mr. Garrett being the guest of the society, and the Hon. W. Pember Reeves, Mr. E. A. Whittuck and others being present as guests of members.

Solicitors' Benevolent Association.

The directors of this Association held their monthly meeting at the Law Society, Chancery-lane, on the 10th inst., Mr. L. W. North Hickley in the chair, the other directors present being Messrs. E. R. Cook, T. S. Curtis, A. Davenport, T. Dixon (Chelmsford), W. E. Gillett, C. Goddard, J. R. B. Gregory, C. G. May, R. C. Nesbitt, R. W. Poole, W. A. Sharpe, M. A. Tweedie, and W. M. Walters.

£1,926 was distributed in grants to poor and deserving cases, twenty-six new members were admitted, and Messrs. N. T. Crombie (York) and T. R. Haslam (London) were elected as directors.

Companies.

London County Westminster and Parr's Bank, Ltd.

The directors of the London County Westminster and Parr's Bank, Ltd., have declared an interim dividend of 10 per cent. for the half-year ending 30th June. The dividend, 10s. per share (less income tax), will be payable on 1st August.

Mr. George Gittus, one of the largest agriculturists in East Anglia, has been fined £75 at Newmarket for failing to break up pasture land for corn when he had been ordered to do so.

Obituary.

Mr. James S. Cotton.

We see with regret the announcement of the death of Mr. JAMES SUTHERLAND COTTON, formerly editor of the *Academy* and the writer and compiler of various valuable books and publications on Indian life and history, which occurred on Wednesday at Salisbury.

He was born on 17th July, 1847, at Coonor, Madras, the third son of Joseph John Cotton, of the Madras Civil Service, his mother being a daughter of James Minchin, Master in Equity of the Supreme Court at Madras. The late Sir Henry Cotton was his brother. After being at school successively at Magdalen College School and Brighton College, he went to Winchester in 1860, and became a colleger there in the following year; and in 1867 he was elected a scholar of Trinity College, Oxford, where he graduated in 1870, after a first-class in Classical Moderations and a first in *Literæ Humaniores*. From 1871 to 1874 he was a Fellow and Lecturer of Queen's College.

In 1874 he was called to the Bar of Lincoln's Inn, but we believe he never had any substantial practice, and in 1881 he became the editor of the *Academy*, then a critical journal of high repute, which under his able guidance became famous for its signed reviews and scholarly criticism. His connection with the *Academy*, which lasted for fifteen years, ceased on the change in its proprietorship. He also occasionally assisted in the editing of this JOURNAL, and for a long time he edited "Paterson's Practical Statutes."

For many years he was the principal assistant of the late Sir William Hunter in his manifold literary undertakings in exposition of Indian life and history. He helped Hunter to compile the first general Gazeteer of India, published in nine volumes in 1881, and to revise and expand it in a second edition of fourteen volumes in 1885-7. His chief work in the last few years was the cataloguing of the European MSS. relating to India in the India Office Library. The ample material he had collated remains to be put in final form for publication. He had remarkable tenacity of memory for exact detail, and a striking facility for the co-ordination of his material.

Mr. Cotton married in 1873 Isabella, daughter of Mr. John Carter, of Clifton, Bristol, who survives him.

Legal News.

Changes in Partnerships.

Dissolutions.

GEORGE RODHOUSE REID and HUGH WILLIAM WILSON, solicitors (Childs, Harling, Reid & Wilson), 3, Southampton-street, Bloomsbury-square, W.C.1. 12th September.

ARTHUR PERKINS JAMES and FRANK TREHARNE JAMES, solicitors (Frank James & Sons), at 134, High-street, Merthyr Tydfil, and 9, Windsor-place, in the City of Cardiff. 29th June.

FREDERICK LEDSAM WHEELER and HAROLD TINDAL PERKINS, solicitors, Perkins, Wheeler & Perkins), 9, Gray's Inn-square, in the County of London. 24th June. [*Gazette*, 5th July.

SAMUEL SALTER GOULDSMITH, HENRY ERNEST GRIBBLE, and HAROLD SALTER GOULDSMITH, solicitors (Gouldsmith, Gribble & Co.), 14, Small-street, Bristol. 31st December. The said Harold Salter Gouldsmith will continue to carry on the said business under the style or firm of Gouldsmith & Co. [*Gazette*, 9th July.

General.

In the House of Commons on the 4th inst., Sir Albert Stanley, President of the Board of Trade, answering Sir H. Dalziel, said:—In 375 cases final accounts with applications for release have been received from controllers appointed to wind up enemy businesses. In the majority of the remaining 146 cases in which orders have been made requiring the businesses to be wound up, the realization of the assets has been practically completed, but the final accounts are delayed owing to the shortage of staff.

The *Times* special correspondent, in a message from The Hague of 7th July, says:—Queen Wilhelmina yesterday received the British and German delegates to the Prisoners of War Conference. The German delegates were received at 5 o'clock and the British an hour later. As an indication of the laborious nature of its labours, I may mention that the Conference sits on Sundays. The questions under consideration are complicated by the fact that there are German prisoners in all parts of the British Empire.

At the Central Criminal Court on the 5th inst., says the *Times*, before the Recorder, Samuel Shuttleworth, fifty-two, fitter, on bail, pleaded "Not guilty" to a charge of publishing a defamatory libel of and concerning Caroline Shuttleworth, his wife. Mr. Ganz defended. The Recorder said that the old common law used to be that man and wife were one. A man could not libel himself. It was considered in a case, which was very good law, in the Queen's Bench Division: *R.* v. *The Lord Mayor of London* (16 Cox C. C. 81). Mr. Austin Metcalfe, for the prosecution, said that the foundation for a prosecution for libel was the liability of a libel to cause a breach of the peace. Could it be said that because a man had libelled his own wife it would be less likely to cause a breach of the peace? He submitted that it would be more likely. The Recorder, addressing the jury, said a man could not libel himself, and could not libel his wife. The jury accordingly found the defendant not guilty, and he was discharged.

In the House of Commons on the 4th inst., Mr. Bonar Law, replying to Colonel Sir J. Craig and Sir H. Dalziel, said:—The negotiations at The Hague as to the exchange and treatment of prisoners of war are not concluded; but it was considered that in view of the number of questions requiring the immediate attention of the Home Secretary, his return to this country was desirable. The negotiations will be continued by the other members of the Mission, and at the stage which they have now reached, when further instructions will, no doubt, be required from the Cabinet, it will be a great advantage to be able to consult with my right hon. friend. Sir J. Craig asked whether it was not more important at the present moment to carry the negotiations to a successful conclusion than to bring the Home Secretary back. Mr. Bonar Law: I am sure we recognize the importance of it, and we hope that the Home Secretary will be useful at the stage which the negotiations have now reached.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Neville.	Mr. Justice Eve.
Monday July 15	Mr. Farmer	Mr. Church	Mr. Leach	Mr. Borrer
Tuesday 16	Jolly	Farmer	Church	Goldschmidt
Wednesday .. 17	Synge	Jolly	Farmer	Leach
Thursday 18	Bloxam	Synge	Jolly	Church
Friday..... 19	Borrer	Bloxam	Synge	Farmer
Saturday 20	Goldschmidt	Borrer	Bloxam	Jolly

Date.	Mr. Justice Sargant.	Mr. Justice Astbury.	Mr. Justice Younger.	Mr. Justice Peterson.
Monday July 15	Mr. Goldschmidt	Mr. Bloxam	Mr. Synge	Mr. Jolly
Tuesday 16	Leach	Borrer	Bloxam	Synge
Wednesday .. 17	Church	Goldschmidt	Borrer	Bloxam
Thursday 18	Farmer	Leach	Goldschmidt	Borrer
Friday..... 19	Jolly	Church	Leach	Goldschmidt
Saturday 20	Synge	Farmer	Church	Leach

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, June 28.

BRITISH INDUSTRIALS, LTD.—Creditors are required, on or before Aug 10, to send their names and addresses, and the particulars of their debts or claims, to Harold Wates, 6, Austinfriars, liquidator.

BRITISH PNEUMATIC TOOL CO, LTD.—Creditors are required, on or before July 25, to send their names and addresses, and the particulars of their debts or claims, to William Herbert Badams, 5, Budge row, liquidator.

CRAWSHAWBOOTH MILL, LTD.—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to J. Roberts Lord, Irwell terr, Bacup, liquidator.

SAUNDERSON & MILLS, LTD.—Creditors are required, on or before July 31 to send their names and addresses, and the particulars of their debts or claims, to Mr. Frederick William Bridges, 1 & 2, George st, Mansion House, liquidator.

WELLINGBOROUGH BRICK AND TILE CO, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Aug 7, to send, in their names and addresses, with particulars of their debts or claims, to Caleb Archer, "Brooklyn," Wellingborough, liquidator.

F. WILLIAMS & CO, LTD.—Creditors are required, on or before Aug 10, to send in their names and addresses, and the particulars of their debts or claims, to Sydney George Cole, F.C.A., 48, Gresham st, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, July 2.

BURSLEM COLISEUM, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Aug 7, to send their names and addresses, and particulars of their debts or claims, to John Paterson Brodie, Lloyds Bank Chambers, Burslem, liquidator.

J. CULLEN & CO, LTD.—Creditors are required forthwith to send their names and addresses, and the particulars of their debts or claims, to Henry J. Allen, 37, Surrey st, Sheffield, liquidator.

ZEEHAN WESTERN, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Aug 2, to send in the names and addresses of their Solicitors, to Arthur David Foggo, 5, Bucklersbury, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, June 28.

Richfield & Stone, Ltd.
United International Syndicate, Ltd.
F. Williams & Co, Ltd.
Amoore-Aero Syndicate, Ltd.
E. Lyons & Co, Ltd.
Olverum Estates Co, Ltd.
Picton & North Yorkshire Steeplechase & Hurdle Race Co, Ltd.
Reckitts (France), Ltd.
Reckitts (Oversea), Ltd.
Reckitts (Africa), Ltd.
Reckitts (U.S.A.), Ltd

London Gazette.—TUESDAY, July 2.

E. Pulleyn & Co, Ltd.
Dunham's Dairies, Ltd.
Reconstructive Building & Engineering Co, Ltd.
Turner Bros. (Africa), Ltd.
R. Harrison, & Son, Ltd.
Zeehan Western, Ltd.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, July 5.

ASTROP, HENRY, Kingston on Thames Aug 6 Mills & Morley, 38, Lincoln's inn fields
BARKER, CLEMENT EDWARD, Nottingham, Veiling Manufacturer July 14 J A Simpson, Nottingham
BEAL, SAMUEL, Sheffield, Farmer Aug 3 Alderson, Son & Dust, Sheffield
BENSUSAN, SAMUEL LEVY, Lansdowne rd, Holland Park Aug 12 Tatham, Oblein & Nash, 11, Queen Victoria st
BERE, GEORGE, Goathurst, Somerset July 31 Barham & Watson, Bridgwater
BRIGHTMAN, SIDNEY CHARLES, Watford Aug 21 Sedgwick, Turner, Sworder & Wilson, Watford
BRUCKSHAW, GEORGE, Tillington, Stafford July 31 Morgan & Co, Stafford
CARR, ELIZA JANE, Manchester Aug 6 Simpson, Wright & Haworth, Manchester
CARTER, EMMA, Wakefield July 31 Scott & Furnbull, Leeds
COCKTON, JOHN, Gorleston, Trinity House Pilot Aug 5 Hatchett-Jones, Bisgood, Marshall & Thomas, 48, Mark la
COOK, SARAH, Brightlingsea Aug 15 Asher Prior, Colchester
DAVIDSON, HENRY, Kingston-on-Thames July 15 Sherwood & Warren, 8-9, Essex st
FELL, MARGARET, Cartmel, Lancs Aug 13 Field & Cunningham, Manchester
FORD, CHARLES, Outer Temple, Strand, Solicitor Aug 15 Rawle, Johnstone & Co, 1, Bedford row
FRASER, JAMES THOMPSON, Manchester Aug 5 E Chatham & Co, Manchester
FULLER, DOROTHY, Consett, Durham Aug 7 J Murray Aynsley, Consett
GARDNER, WILLIAM CAMPBELL, Heswall, Chester, Cotton Broker July 21 Jones, Paterson, Henry & Co, Liverpool
GRAHAM, JEMIMA, Bowton, Chester July 31 Withington, Petty & Boutflower, Manchester
GRIEVE, BASIL ARTHUR FIREBRACE, King st, St James', Wine Merchant Aug 10 Fladgate & Co, 18-19, Pall Mall
GUNN, Sir JOHN, St. Mellons, Mon Aug 10 Donald Maclean & Handcock, Cardiff
HAIRSINE, HERBERT SEATON, Hampstead Aug 14 Dion & Son, 2, Gresham bldgs
HALL, EDWARD DIXON, Bradford Aug 16 Rawnsley & Peacock, Bradford
HALLAM, SAMUEL, Wallasey, Chester Aug 5 Toulmin, Ward & Co, Liverpool
HARPER, LAURA ANNE, Hove July 29 Edward Brandon, 68, St. James st
HARROP, WILLIAM HENRY, Ashton-under-Lyne Aug 4 J W Carey Titterington, Ashton-under-Lyne
HAWKINS, HENRY, Emsley, Hants Aug 1 G H King & Franckeiss, Portsmouth
HELLING, ELIZA REBECCA, Hastings Aug 12 Langham, Son & Douglas, Hastings
HELLING, FRANCES MARGARET, Hastings Aug 12 Langham, Son & Douglas, Hastings
HOOPER, WILLIAM, Eastbourne July 31 Leslie C Wintle, Eastbourne
HOWARD-GIBBON, JANE SARAH, Hastings Aug 12 Langham, Son & Douglas, Hastings
JODRELL, SARAH, Manchester July 31 F O S Leak & Pratt, Manchester
LEWIS, EDWARD TYRRELL, Albany Court yd, Piccadilly, Solicitor Aug 9 Tyrrell, Lewis & Co, 3, Albany Court yd, Piccadilly
MANTELL, LOUIS, Battersea Park Aug 12 John H Mote & Son, 11, Gray's Inn sq
MORETON, LOUISA, Gloucester Aug 1 Franklin & Jones, Gloucester
MORITZ, SIGISMUND, Bury st, St James Sept 1 Slack, Monro, Saw & Co, 70, Queen st
MORTON, Col WILLIAM ROSS, Poona, India Oct 1 Park Nelson & Co, 11, Essex st, Strand
MOSTON, MARY, Altrincham July 31 Sedgley, Caldecutt & Co, Knutsford
MURRIE, ELIZABETH, Berwick upon Tweed Aug 6 Sanderson, Tiffen & Henderson, Berwick upon Tweed
NOAKES, JOHN NORMAN Wallington, Surrey Aug 12 Knapp-Fisher & Sons, The Sanctuary, Westminster
NORTHAM, SARAH JANE, Durdham Down, Bristol Aug 12 Meade, King, Cooke & Co, Bristol
PATTERSON JOHN KEPPEL PRIULI, Hove Aug 31 Upperton & Bacon, Brighton
PEACOCK, ELIZA, Scarborough Aug 17 Turnbull & Sons, Scarborough
PRICE, WILLIAM BRINTON, Margate Aug 4 Ravenscroft, Woodward & Co, 15, John st, Bedford row
RAWES, HENRIETTA, Tunbridge Wells Aug 1 Dawes & Sons, 2, Birchin lane
REGEL-FREDERICK EDWARD Southend July 30 J Westcott & Sons, 140, Strand
REID, OWEN, Derby, Gentleman Aug 12 J & W H Sale & Son, Derby
SECKER, CHARLOTTE ELIZABETH, Bournemouth Aug 25 P Marr Johnson, 1, Gt Winchester st
SMITH, HENRY THOMAS ARUNDEL, Ryde Vale rd, Balham July 31 C S Oxenburgh & Son, 4, Old Jewry
SMITH, JOHN ARTHUR, Camden gdns, Shepherd's Bush Aug 12 Addison & Son, Portsmouth
STANLEY, JOSEPH JAMES, Gt Yarmouth July 20 Harmer, Ruddock & Son, Gt Yarmouth
STEPHENS, JESSIE ISABELLA, Beckenham, Kent Aug 12 Knapp-Fisher & Sons, The Sanctuary, Westminster
TUSON, Rev RICHARD, Dipton, Durham Aug 1 T & W G Maddison, Durham
WEBB, JOHN EDGAR, Chepstow Mon Aug 31 Le Brasseur & Co, Newport, Mon
WERNHER, Lieut ALEXANDER PIGOTT, Piccadilly Aug 6 Holmes, Sun & Pott, Capel House, New Broad st
WORTHINGTON-WRIGHT, ELIZABETH ELLEN, Flixton, Lancs July 30 Claye & Son, Manchester
WRIGHT, ELIZABETH, Leavesden Hall, nr Watford Aug 21 Sedgwick, Turner, Sworder & Wilson, Watford
WRIGHT, EMILY ELLEN, Leavesden Hall, nr Watford Aug 21 Sedgwick, Turner, Sworder & Wilson, Watford

London Gazette.—TUESDAY, July 9.

ARROWSMITH, HENRY CREASY, Blackpool Aug 15 Roland W. Robinson, Blackpool
BARBER, AMY MARIAN ELIZA, Bexhill on Sea Aug 10 Morgan, Veitch & Bilney, Norfolk House, Norfolk st
BATSTONE, ALICE MAY, Farnley rd, South Norwood July 25 J Montague Hallip, 6, Martin's la
BROWN, CHARLES BOYDON, Thornton Heath Aug 16 K nnedy, Ponsonby, Ryde & Co, 45, Russell sq
BULLEN, ANNIE MARIA, Tonbridge, Kent Sept 29 Hopwood & Sons, 13, South sq, Gray's inn
CORKE, WILLIAM HENRY, Alton, Hants Aug 15 Pearce & Keele, Southampton
CORNBILL, JOHN, Alkham rd, Stoke Newington, Surgeon Aug 10 Rowe & Warren, Ilfracombe
CRIPPS, ALFRED, Ottery St Mary, Devon, Butcher Aug 2 Clyde S Mossop, Ottery St Mary
CROSSLAND, WILLIAM, Manchester Aug 6 H L F Berry, Manchester
CROUCHER, GEORGE, Manor pl, Walworth Aug 12 Percy Robinson & Co, 15, Gt Marlborough st
DIXON, AGNES MARGARET, Witley, Surrey Aug 8 Stephenson, Harwood & Co, 31, Lombard st
DOSS, DWARAKA DOSS GOVERDEN, Madras, India, Merchant Aug 10 Sanderson, Adkin, Lee & Eddis, 46, Queen Victoria st
DOWN, SARAH JANE, Rolls Court Av, Herne Hill Aug 15 Swann, Hardman & Co, 103, Cannon st
FELLOWS, GEORGE HARLEY, Birmingham, Pattern Maker Aug 5 R L Holt, Birmingham
FLETCHER, HENRY, Birmingham July 12 Chas E Rose, Birmingham
FOTHERGILL, SARAH LOUISA, Belsize Park gdns, Hampstead Aug 14 F W Hill & Son, 113, Fenchurch st
FREEMAN, REBECCA, Grosmont, Mon Aug 1 Stephen W Watkins, Pontrilas, Hereford
GAWTHROP, ELIZABETH, Bristol July 24 Bridgman & Co, 4, College hill, Cannon st
GIBBONS, JOSEPH, Wolverhampton, Cab Proprietor July 29 A C Skidmore, Wolverhampton
GRADY, MICHAEL, Wigan, Metalman July 25 Taylor, Sons, Bridge & Baron, Wigan
HALL, JANE MAGDALEN, Frampton on Severn Sept 1 J Allon Tucker, Bath
HARRIS, ALICE LAPRAIK, Elham, Kent, and WILLIAM FREDERICK HARRIS, Elham July 27 Charles J Roberts, Folkestone
HATCH, RICHARD, Burntfoot av, Fulham, Lodging House Keeper Aug 4 Francis & Crookenden, 23, Lincoln's inn fields
HAWKES, ALFRED, Crescent la, Clapham Aug 5 Scatliffs, 353, Strand
HEAD, EVELYN ALSTON, East Grinstead Aug 16 E P Whitley Hughes, East Grinstead
HOOK, ALFRED GEORGE, Skardu rd, Cricklewood, Butcher Aug 6 London & Carpenter, 31, Budge row, Cannon st
HUME, THOMAS, Manor Park, Essex Aug 10 R Wilberforce Allen, 2, Walbrook
LACKLAND, SARAH EMILY, Birkenhead Aug 1 Lamb, Kyffin-Taylor & Ashworth, Birkenhead
MACKINLAY, FANNY, Hove Aug 5 Cockburn, Gostling & Cockburn, Hove
MORE, KATHERINE, Margate Aug 7 H L Playfoot, Dorking, Surrey
MANNING, MARTHA, Southend on Sea Aug 31 Russell & Sons, 59, Coleman st
MARTIN, EDWARD GRAEME, Treharris, Glam, Surgeon Aug 17 Lewis, Jones & Co, Merthyr Tydfil
MARTIN, WILLIAM PINKSTONE, Devonport, Solicitor Aug 6 Bond & Pearce, Plymouth
MORTLEY, ALICE, Dover Aug 15 Bradley & Watson, Dover
MOSS, WILLIAM, Caversham, Reading, Boatbuilder Aug 17 J St L Stallwood, Reading
O'CONNEL, ELLEN, Clavernton st, London Aug 15 R A Stevens, 32, Victoria st
PACKMAN, ANNE GLADWIN, Braunton, Devon Aug 24 Shipton, Hallewell & Co, Chesterfield
PARRY, Rev EDWARD GRIFFITHS, Dock st, Whitechapel Aug 10 Ernest Turner 5, Fenchurch bldgs
REED, EMMA, York Aug 21 John B Wood, York
SKIDMORE, JOHN, West Bromwich, Spring Manufacturer Aug 5 Rankin & Miller, West Bromwich
SMITH, MARY, Ottery St Mary, Devon Aug 2 Clyde S Mossop, Ottery St Mary
SNOW, AMELIA LAURA SOPHIA, Worthing July 26 James & Snow, Exeter
STALLARD, JAMES, Wolverhampton Aug 9 A R Beavon, Wolverhampton
STONE, FREDERICK Althorne, Essex, Farmer Aug 6 Beaumont & Son, 66, Gresham House, Old Broad st
STOVOLD, PERCY ANGEL, Barnes, Surrey Aug 10 Sanderson, Adkin, Lee & Eddis, 46, Queen Victoria st
SYMONS, BARNETT, Beckenham, Kent, Furniture Manufacturer Aug 1 Cooper, Bake, Roche & Fettes, 6-7, Portman st, Portman sq
TATTERSALL, SAMUEL, Baildon, Yorks, Worsted Spinner Aug 20 J H Richardson & Son, Bradford